139-24

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1889.

No. ~~692~~. 379

THE CENTRAL TRANSPORTATION COMPANY, PLAINTIFF IN ERROR,

vs.

PULLMAN'S PALACE CAR COMPANY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

FILED JULY 5, 1888.

See Briefs in next case

deemed to have reverted to the United States. It was not within the power of Congress to delegate to the Secretary of the Interior or the Commissioner of the General Land Office, or any other executive officer, the power of determining what particular lands should revert, and what not, and so give permission to the sale and disposition of them at *discretion* to other parties. The section in question, in that view of the case, is not a valid exercise of the power of re-entry so as to defeat the grant to the state.

There is no pretense that these several officers have judicial power so as to decree or adjudge a forfeiture. This is to be done by a proceeding at the suit of the government, represented by the Attorney General in a tribunal of plenary jurisdiction.

The provisions of the act of Congress of June 22, 1874, relied on, do not support the defendant's title in the least. The object of this act was to prevent a breach of the condition subsequent contained in the grant, and upon the terms mentioned in the act, to place the company in a situation so that it would be absolutely protected against an entry by the United States for breach of the condition, and it was to be placed in that position of absolute immunity only upon condition that it would accept the provisons named in the act. This it did not do. The company still remained at the mercy of the United States, so that the government might enter or declare a forfeiture for breach of the condition subsequent either by act of Congress or decree of a competent court: but the government has not seen fit to do this. Meanwhile the company has performed on its part and earned the lands, and, we submit, it is clearly entitled to them.

For these reasons the complainant ought to have had a decree as prayed for against the defendant *Charles Wenzel*.

S. U. PINNEY,

Counsel for Appellant.

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SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1889.

No. 692.

THE CENTRAL TRANSPORTATION COMPANY, PLAINTIFF IN ERROR,

vs.

PULLMAN'S PALACE CAR COMPANY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

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1 UNITED STATES, } *sct:*
Eastern District of Pennsylvania, }

The President of the United States to the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, Greeting:

Because that in the record and process and also in the rendering of judgment in a suit before you, between The Central Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania and a citizen thereof, plaintiff, and Pullman's Palace Car Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and a citizen thereof, defendant, in a plea of covenant, a manifest error has intervened, to the great damage of the said The Central Transportation Company, as in its complaint has been stated, and as it is just and proper that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the parties aforesaid in this behalf, you are hereby commanded that, if judgment thereof be given, then, under your seal, you do distinctly and openly send the record and process in the suit aforesaid, with all things concerning them, and this writ, so that you have the same before the honorable the justices of the Supreme Court of the United States, sitting at Washington, D. C., on the second Monday of October next, that, the record and process aforesaid being inspected, they may cause to be done thereupon what of right ought to be done.

Witness the Honorable Samuel F. Miller,
Seal U.S. Circuit Court, E. D. Pennsylvania. senior associate justice of the Supreme Court of the United States, at Philadelphia, this eleventh day of May, A. D. one thousand eight hundred and eighty-seven, and in the one hundred and twelfth year of the Independence of the said United States.

SAMUEL BELL,
Clerk of Circuit Court U. S.

2 THE UNITED STATES OF AMERICA, *ss:*

To Pullman's Palace Car Company, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, wherein The Central Transportation Company — plaintiff and you are defendant in error, to show cause, if any there be, why the judgment rendered against said plaintiff in error, as in said writ of error mentioned, shall not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness my hand this 18th day of May, in the year of our Lord one thousand eight hundred and eighty-eight.

WM. BUTLER, *Judge.*

3 I accept service of the within citation for Pullman's Palace Car Company, defendant in error.

June 7th, 1888.

WAYNE MACVEAGH.

4 In the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the Third Circuit.

THE CENTRAL TRANSPORTATION COMPANY, a Corporation Organized and Existing under and by Virtue of the Laws of the State of Pennsylvania and a Citizen thereof,

vs.

PULLMAN'S PALACE CAR COMPANY, a Corporation Organized and Existing under and by Virtue of the Laws of the State of Illinois and a Citizen thereof.

No. 6. October Session, 1886.

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, } *ss:*

Pleas and proceedings before the honorable the judges of the circuit court of the United States in and for the eastern district of
5 Pennsylvania, in the third circuit, of October session, 1886, No. 6.

It is thus contained:

Be it remembered that on the twenty-first day of September, in the year of our Lord one thousand eight hundred and eighty-six, The Central Transportation Company, by its attorney, John G. Johnson, Esquire, come- into court here and sues forth therefrom a writ of summons against The Pullman Palace Car Company, which, with the endorsement and return thereto, is in the words and figures following, to wit:

6 UNITED STATES,
Eastern District of Pennsylvania, } *sct:*

The President of the United States to the marshal of the eastern district of Pennsylvania, Greeting:

We command you that you summon Pullman's Palace Car Company, a corporation organized and existing under and by
[SEAL.] virtue of the laws of the State of Illinois and a citizen thereof, late of your district, if it may be found therein, so that it be and appear before the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, of the third circuit, at a session of the same court to be holden at Philadelphia on the first Monday of October next, to answer to The Central

Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania and a citizen thereof, in a plea of covenant; and have you then there this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at Philadelphia, this 21st day of September, A. D. 1886, and in the 111th year of the Independence of the United States.

SAMUEL BELL,
Clerk of Circuit Court U. S.

7 [Endorsed:] No. 6. Circuit court, October session, 1886. Central Transportation Company *vs.* Pullman's Palace — Co. Summons. Covenant. Returnable on the first Monday of October next. John G. Johnson, attorney for plaintiff. Filed 4 Oct., 1886.

SEPT. 27, 1886.

At Philadelphia, in my district, served the within writ on The Pullman Palace — Company by giving a true and attested copy thereof to Robert Barry, superintendant of said company, and making known the contents of the same to him.

So answers—

JAMES N. KERNS,
U. S. Marshal,
Per THOS. MARPLE, *Deputy.*

8 And afterwards, to wit, on the 25th day of January, A. D. 1887, the plaintiff, by its attorney, come into court here and files its *narr.*; which, being read, is as follows, to wit:

United States Circuit Court for the Eastern District of Pennsylvania.

CENTRAL TRANSPORTATION COMPANY, a Corporation, &c., *vs.* PULLMAN'S PALACE CAR CO., a Corporation, &c.	October Sessions, 1886. No. 6.

EASTERN DISTRICT OF PENNSYLVANIA:

The Central Transportation Company, by John G. Johnson, its attorney, complains of Pullman's Palace Car Company, which was summoned to answer the said Central Transportation Company in action of covenant:

For that whereas heretofore, to wit, on the seventeenth day of February, A. D. one thousand eight hundred and seventy, by a certain indenture then made between the plaintiff, of the first part, and the defendant, of the second part, which indenture, sealed with the seal of the defendant, the plaintiff now brings into court, it was covenanted and agreed as follows:

Lease.

This indenture, made this seventeenth day of February, A. D. one thousand eight hundred and seventy, between the Central
9 Transportation Company, a corporation of the Commonwealth of Pennsylvania, having their place of business in the city of Philadelphia, of the first part, and the Pullman's Palace Car Company, a corporation of the State of Illinois, having their place of business in the city of Chicago, of the second part.

Whereas the parties hereto are engaged in the business of manufacturing railway cars, generally known as sleeping cars, under certain patents belonging to them, respectively, and of hiring the same to railroad companies, under written contracts, to be used and employed on and over the lines of the roads of said railroad companies, and receiving therefor income and revenue by the sale to passengers of the berths and accommodations therein; and

Whereas the demands of the public for increased means of personal comfort and convenience in traveling, of avoiding repeated changes of cars over long routes of railroad, the necessity for affording at fair and reasonable rates these advantages, which cannot be extended by the railroad companies themselves, require that every possible means should be adopted to meet such demands by avoiding the inconvenience and curtailing the expense incidental to the maintenance of the business, management, and organization of two separate corporations; and

Whereas it is proposed that the party of the first part (having authority so to do under an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act to extend the charter of the Central Transportation Company to empower them to lease their property and increase their capital stock," and approved the ninth day of February, one thousand eight hundred and seventy, and duly accepted) shall demise, transfer, and set over unto the party of the second part, their successors and assigns, all their cars, contracts, and patent rights and personal property, and that the second party (having authority so to do under the said act of
10 Assembly and by virtue of the powers in them vested by their act of incorporation by the State of Illinois) should take the same; and

Whereas, at a meeting of the directors of the first party, held at Philadelphia on the eleventh day of February, one thousand eight hundred and seventy, and at a meeting of the directors of the second party, held in Chicago on the sixteenth day of February, one thousand eight hundred and seventy, this present form of contract by and between the parties hereto was submitted for their approval, and, the same being by them at said meeting approved, the respective presidents were authorized for and as the act and deed of the said parties of the first and second parts duly to execute and deliver the same:

Now, this contract witnesseth: That the party of the first part, for and in consideration of the money, covenants, and agreements here-

inafter mentioned and contained on the part of the second party, their successors and assigns, to be paid, kept, and performed, hath granted, demised, transferred, and set over, and by these presents doth grant, demise, transfer, and set over, unto the second party, their successors and assigns, and the second party take—

Item 1. All and singular one hundred and nineteen railway cars, furniture, bedding, bed clothing, and apparel thereunto belonging or appertaining.

Item 2. All and singular their rights, interests, and claims of, in, and to sixteen contracts (copies of each whereof are hereto attached and made part hereof and numbered respectively No. 1, 2, 3, &c.) entered into by and between the party of the first part and the several railroad companies parties respectively thereto for and in respect to the use and employment of said cars on and over the respective lines of said railroad companies.

Item 3. All and singular their rights, title, and claim of, in,
11 and to seventeen patent rights secured by letters patent (an assignment whereof is hereto attached and made part hereof and numbered A) as fully and entirely as the first party are or may be entitled to the same, and to any renewal or extension thereof.

Item 4. And generally all their personal property, rights, credits, moneys, and effects, rights of action, moneys due and to become due from licenses heretofore granted; to have and to hold the above-demised property, and all income, revenue, and profit to be derived therefrom, to the party of the second part, their successors and assigns, as follows:

Item 1. The said one hundred and nineteen cars, furniture, bedding, bed clothing, and apparel for and during the term of ninety-nine years from the first day of January, A. D. one thousand eight hundred and seventy, to be fully completed and ended.

Item 2. Each of the said contracts for and during the full term of the duration of each thereof respectively.

Item 3. Each of the said patent rights for the full end and term of the duration of the letters patent therefor respectively, and for the full end and term of renewal or extension of the same respectively.

Item 4. All the said personal property, rights, credits, moneys, and effects, rights of action, moneys due and to become due from licenses heretofore granted for and during the said term of ninety-nine years from the first day of January, A. D. one thousand eight hundred and seventy, or during the existence of said licenses, or for any renewal or extension thereof, all and every of which shall be taken subject to all debts and pecuniary liabilities of the first party up to the said first day of January, one thousand eight hundred and seventy, as set forth in Exhibit B.

12 In consideration whereof the party of the second part covenant with the party of the first part as follows:

1. That they shall and will pay to the said first party, their successors and assigns, annually the sum of two hundred and sixty-four thousand dollars, in lawful money of the United States, during the entire term of ninety-nine years as aforesaid; the same to be paid to the treasurer or other authorized officer, at their principal place of

business or office of said party, in quarter-yearly installments of sixty-six thousand dollars, the first quarter's payment to be made on the first day of April, one thousand eight hundred and seventy; and shall and will pay all debts and pecuniary liabilities of the first party due and owing by them up to the first day of January, A. D. one thousand eight hundred and seventy. as set out in Exhibit B.

2. That they shall and will, so long as the said assigned contracts exist and for the period of any new or other contract with the said railroad companies or either of them or their successors and assigns of like general character, in good faith continue and carry on the business as authorized by their charter.

3. That they shall and will, during the said term of ninety-nine years, keep or cause to be kept in good order and repair, or renewed and reconstructed as often as may be needful, the said one hundred and nineteen cars and the furniture, bedding, bed clothing, and apparel thereof.

4. That in the event of the failure or omission of said second party, their successors or assigns, to pay any of the said quarterly payments for the period of thirty days after the same shall be due and payable, then and in such case this contract may, at the option of the party of the first part, be declared null and void, and it shall and may be lawful for them or any person or persons or corporation or corporations selected by them, either with or without any process or writs for such purpose, to take possession of and again to
13 hold the said one hundred and nineteen cars hereby demised or as the same may be renewed or reconstructed as aforesaid, wherever the same may be found, with their furniture, bedding, bed clothing, and apparel, and in such case the second party covenant and agree to deliver possession of said cars to such person or persons or corporation or corporations so selected, and to assign and transfer to said first party the said contracts or any new contracts with the said railroad companies for and in respect to the use and employment of sleeping cars over their lines of railroads, and any unexpired patent right or renewal or extension of the same hereinbefore assigned and transferred, and shall and will cease to operate or employ, or cause to be operated or employed, any cars whatsoever on or over the said lines of railroads.

It being understood that such action on the part of the first party in the said event shall not release or discharge the second party, their successors or assigns, from liability from damage and loss which may be sustained by said first party owing to any such breach of contract or default.

5. That they will not assign or transfer this contract without the consent in writing of the party of the first part, nor make or create any debt, lien, or mortgage upon the property hereby demised which can or shall in any manner take precedence of the rights of the first party under this contract, or in anywise to deprive the party of the first part of their rights to claim and take said property under the terms hereof; and the said parties hereto further covenant and agree with each other as follows:

6. That the parties hereto shall and will at all proper times and

manner exert their influence to obtain renewal or new contracts with said railroad companies for and in respect to the use and employment of the cars of the second party on and over their lines of railroad in carrying on their said business, and the first party shall and will not engage in the business of manufacturing, using, or hiring sleeping cars while this contract remains in full force and effect.

14 7. That such renewed or new contract may be made in the name of the party of the second part, their successors and assigns, but in the event of the termination of this contract under any of the clauses hereof the same shall be thereupon assigned and transferred unto the party of the first part.

8. In the event that any of the railroad companies mentioned in the assigned contracts shall at any time during this agreement refuse to permit the cars of the second party to be run on and over their respective lines of roads, so that by reason of such prevention or refusal the profits, income, — revenue derived from and under any other remaining contracts with other and remaining railroad companies mentioned in the assigned contracts shall fall below the sum of two hundred and sixty-four thousand dollars, then *in* and in that event, said party shall have the right either to declare this contract null and void and surrender to said first party the said hereinbefore-demised property or shall and will pay in like manner, in lieu of the said sum of two hundred and sixty-four thousand dollars, such sum or share of the net revenue from the remaining lines of the roads as the parties hereto may have at the time agreed upon.

9. And the party of the second part covenant and agree with the party of the first part that on the expiration of the said term of ninety-nine years they will redeliver to the said first party the said one hundred and nineteen cars, furniture, bedding, bed clothing, and apparel in like good order as the same are now, with such additions, betterments, and improvements as shall be made thereto or in renewal or substitution thereof, together with any unexpired contracts between said second party and of the railroad companies mentioned in the assigned contracts, for and in respect to the use and employment of said cars on and over their lines of railroads.

In witness whereof the said parties hereto have caused their
15 respective corporate seals to be hereto affixed and the same to be attested by the signatures of their respective presidents and secretaries the day and year first above written.

O. W. CHILDS, [SEAL.]
President.

Attest:
J. F. COTTRINGER, *Secretary.*

Witnesses:
G. C. FRANCISCUS.
J. ERNEST GOODMAN.

GEO. M. PULLMAN, [SEAL.]
President.

Attest:
CHAS. W. ANGELL, *Secretary.*

Witnesses:
WIRT DEXTER.
W. F. WHITEHOUSE.

By virtue of which said indenture the defendant afterwards, to wit, on the seventeenth day of February, A. D. one thousand eight hundred and seventy, entered into possession of the said demised property. Nevertheless the plaintiff in fact saith that after the making of the said indenture and during the said term by said indenture created and before the commencement of this suit, to wit, on the first day of July, A. D. one thousand eight hundred and eighty-six, a large sum of money, to wit, the sum of one hundred and ninety-eight thousand dollars of the rent or sums of money covenanted to be paid by said defendant in and by said indenture for three-quarters of a year of the said term ending on the day and year last aforesaid, became and was due and owing from the defendant to the plaintiff and still is in arrears and unpaid to the plaintiff, contrary to the covenant of the defendant.

To the plaintiff's damage of five hundred thousand dollars.

And therefore it brings its suit.

JOHN G. JOHNSON,
Attorney for the Plaintiff.

16 (Endorsed:) 6. Oct. sess., 1886. United States circuit court, east. dist. of Pa. Central Transportation Co. *vs.* Pullman's Palace Car Co. *Narr.* To the clerk of said court: Please enter rule on defendant above named to plead in eight days, or judgment *sec. reg.* Filed 25 January, 1887. Jno. G. Johnson.

17 And afterwards, to wit, on the 26th of January, A. D. 1887, the defendant, by its attorney, Samuel Dickson, Esquire, come- into court here and files its plea as follows, to wit:

United States Circuit Court for the Eastern District of Penna.

CENTRAL TRANSPORTATION CO., a Corporation, &c., *vs.* PULLMAN'S PALACE CAR CO., a Corporation, &c. } October Sessions, 1886. No. 6.

Pullman's Palace Car Company, by Samuel Dickson, its attorney, pleads to the declaration filed in the above-entitled case: Covenants performed; covenants performed *absque hoc.*

SAMUEL DICKSON,
Att'y for Def'ts,
By J. F. B.

(Endorsed:) 6. Oct'r sess., 1886. U. S. C. C. Central Transportation Co., a corporation, &c., *vs.* Pullman's Palace Car Co., a corporation, &c. Plea. Filed 26 Jan'y, 1887.

18 And afterwards, to wit, on the 21st day of April, A. D. 1887, the defendant, by its attorney, Samuel Dickson, Esquire, comes into court here and files its additional pleas as follows, to wit:

In the Circuit Court of the United States for the Eastern District of Pennsylvania.

PULLMAN'S PALACE CAR COMPANY *ads.* THE CENTRAL TRANSPORTATION COMPANY. } Law. No. 6. October Sessions, 1886.

First Plea.

And the defendant, by its attorney, pleads covenants performed *absque hoc*, with leave, &c.

Second Plea.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the contract of lease in the declaration in this cause set forth and before any breach thereof it was agreed by and between the plaintiff and defendant that said contract should be, and thereupon it was, rescinded as to the amount agreed upon thereby to be paid annually; and this the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action against it.

Third Plea.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the indenture set forth in the declaration filed in this cause and before any breach thereof it had been and was agreed by and between the parties to said indenture that the annual payment of $264,000 per annum reserved in said indenture should cease and determine and should thereafter no longer accrue or be paid by the said defendant to the said plaintiff, and should not thereafter be claimed by said plaintiff; and this
19 the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action against it.

Fourth Plea.

And for a further plea in this behalf the defendant, by its attorney, says that in and by said indenture of lease in said declaration mentioned it was provided as follows:

"Eighth. In the event that any of the railroad companies mentioned in the assigned contracts shall at any time during this agreement refuse to permit the cars of the second party to be run on and over their respective lines of roads, so that by reason of such prevention or refusal the profits, income, — revenue derived from and under any other and remaining contracts with other and remaining railroad companies mentioned in the assigned contracts shall fall below the sum of $264,000, then and in that event said second

party shall have the right either to declare this contract null and void and surrender to said first party the said hereinbefore-demised property or shall and will pay in like manner, in lieu of the said sum of $264,000, such sum or share of the net revenues from the remaining lines of roads as the parties hereto at that time may agree upon."

That thereby the right was expressly given to the defendant to elect, in the event therein specified, whether it would annul the said lease or would continue the operation of its business thereunder and pay to the plaintiff, in lieu of the annual sum originally reserved in said lease, some portion of the net revenue to be derived from the operation of its business with the property demised by said lease, and that the terms of said lease made the election of the defendant in the premises conclusive upon both parties to said indenture, and that the defendant elected to continue the operation as aforesaid of the demised property under said lease and to pay the plaintiff a share of the net revenue, according to the provisions of said indenture, and this the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action against it.

Fifth Plea.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the indenture set forth in the declaration filed in this cause and before any breach thereof it had been and was agreed by and between the parties to said indenture that the annual payment of $264,000 per annum reserved in said indenture should cease and determine from and after the twenty-seventh day of January, A. D. 1885, and should thereafter no longer accrue or be paid by the said defendant to the said plaintiff and should not thereafter be claimed by said plaintiff, but that in and by said lease it was provided as follows:

"Eighth. In the event of any of the railroad companies mentioned in the assigned contracts shall at any time during this agreement refuse to permit the cars of the second party to be run on and over their respective lines of roads, so that by reason of such prevention or refusal the profits, income, — revenue derived from and under any other and remaining contracts with other and remaining railroad companies mentioned in the assigned contracts shall fall below the sum of $264,000, then and in that event said second party shall have the right either to declare this contract null and void and surrender to said first party the said hereinbefore-demised property or shall and will pay in like manner, in lieu of the said sum of $264,000, such sum or share of the net revenues from the remaining lines of roads as the parties hereto may at that time agree upon."

That from and after the twenty-fifth day of January, A. D. 1885, the event mentioned in said clauses of said lease occurred, and the profits, income, and revenue therein specified fell below the sum of $264,000 per annum.

And it was agreed by and between the parties to said indenture that said defendant would not terminate said lease and surrender the demised property to the plaintiff, but should adopt the other alternative provided in said lease and should pay the defendant another and smaller annual payment, which should be based
21 upon the net revenue which might thereafter be earned by the defendant from the operation of sleeping cars under the contract with the Pennsylvania Railroad Company, and should represent the share of the profits under such contract which the plaintiff would be entitled to receive, and be such share or portion thereof as, unless specifically determined by agreement of the parties, should be reasonable, and that the said plaintiff has refused to agree with your orator upon the amount of such payment; and this the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action against it.

Sixth Plea.

And for a further plea in this behalf the defendant, by its attorney, says that said indenture of lease was void in law as between the parties thereto for the want of authority and corporate power on the part of the parties thereto to make and enter into said indenture of lease and for that the same was in excess and in violation of the charters conferring the corporate powers on said plaintiff and of the purpose of their incorporation; and this the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action against it.

SAMUEL DICKSON,
For Defendant.

Memorandum.

Under plea of covenants performed, &c., defendant gives notice that it will offer proof to the effect that about the time of making the indenture set forth in the declaration filed in this cause a contract was made between the defendant and the Pennsylvania Railroad Company, taking effect on the twenty-seventh day of January, 1870, and to continue in force till January 27th, 1885, for the operation of sleeping cars upon the lines of said railroad company; that prior to the expiration of said contract all the patent rights assigned to this defendant by said lease had expired; that several of the railroad companies, contracts with which were assigned to defendant
22 at the time of the making of the indenture of lease in said declaration set forth, had refused to permit defendant to operate its cars upon their lines, said contract having expired.

That prior to the said twenty-seventh day of January, 1885, the contingency provided for in the eighth section of said indenture of lease had occurred, and defendant had made preparations for declaring said lease null and void and determined and for surrendering the property demised thereby to said plaintiff, and had signified

its decision and determination to that effect to said plaintiff; but said plaintiff, by its actions, promises, and agreements, induced defendant not to make such surrender or to terminate said indenture of lease, plaintiff agreeing in that event to waive said sum of $264,000 per annum and accept a less sum in lieu thereof; and, relying upon said agreement and actions of plaintiff, said defendant withdrew its determination to declare said lease terminated or make said surrender provided for in said eighth section; but, relying upon said promises, agreements, and actions, incurred new and different obligations to other parties, and particularly to said Pennsylvania Railroad Company, with which railroad company defendant made a new contract for the operation of sleeping cars upon said railroad at and for a low compensation, based upon the agreement of plaintiff to accept from defendant a lower annual payment commensurate with the profit to be derived from the operation of said contract with said railroad company, and to be equal to a part thereof. By reason of all which actions and doings the plaintiff ought now to be estopped from claiming or bringing an action against defendant for said sum of $264,000 per annum.

23 (Endorsed:) Law. No. 6. Oct. sess., 1886. U. S. cir. c't, eastern dist. Penna. Central Tr. Co. *vs.* Pullman's P. C. Co. Pleas. Filed 21 Apr., 1887.

24 And afterwards, to wit, on the 26 April, A. D. 1887, the plaintiff, by its attorney, comes into court here and files its replication in the words and figures following, viz:

United States Circuit Court.

CENTRAL TRANSPORTATION COMPANY *vs.* PULLMAN'S PALACE CAR COMPANY. } October Session, 1886. No. 6.

As to the first plea of the defendant plaintiff joins issue.

As to the second plea of the defendant plaintiff replies that it, the said plaintiff, by reason of anything by the said defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that it was not agreed by and between the plaintiff and defendant that the contract of lease in the declaration set forth should be rescinded as to the amount agreed upon thereby to be paid annually in manner and form as the said defendant hath above in its said second plea in that behalf alleged; and this the said plaintiff prays may be inquired of by the country.

As to the third plea of the defendant plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that after the making of the indenture set forth in the declaration filed it was not agreed by and between the parties to said indenture that the annual payment of $264,000 per annum reserved in said indenture should cease and

determine and should thereafter no longer accrue or be paid by the said defendant, and should not thereafter be claimed by the said plaintiff in manner and form as the said defendant hath above in its said third plea in that behalf alleged; and this the said plaintiff prays may be inquired of by the country.

As to the fourth plea of the defendant plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that the defendant did not elect to continue the operation of the demised property under the lease, and to pay the plaintiff the share of the net revenue according to the provisions of said indenture in manner and form as the said defendant hath above in its said fourth plea in that behalf alleged; and this the said plaintiff prays may be inquired of by the country.

As to the fifth plea of the defendant plaintiff replies that it, the said plaintiff, by reason of anything in that plea alleged by the said defendant, ought not to be barred from having and maintaining its aforesaid action, because it says that it was not agreed by and between the parties to the indenture set forth in the declaration filed that the annual payment of $264,000, reserved in said indenture, should cease and determine from and after the twenty-seventh day of January, A. D. 1885, and should thereafter and no longer accrue or be paid by the said defendant to the said plaintiff, and should not thereafter be claimed by the said plaintiff, and that the said defendant should not terminate said lease and surrender the demised property to the plaintiff, but should pay the defendant another and smaller annual payment, which should be based upon the net revenue which might thereafter be earned by the defendant from the operation of sleeping cars under a contract with the Pennsylvania Railroad Company, and should represent the share of the profits under said contract which the plaintiff would be entitled to receive and be such share or portion thereof as, unless specifically determined by agreement of the parties, should be reasonable, in manner and form as the said defendant hath above in its fifth plea in that behalf alleged; and this the plaintiff prays may be inquired of by the country.

As to the sixth plea of the defendant plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that the said indenture of lease was not void in law as between the parties thereto for the want of authority and corporate power on the part of the parties thereto to make and enter into the said indenture of lease, and for that the same was in excess and violation of the charters conferring the corporate powers on said plaintiff, and of the purpose of its corporation, in manner and form as the said defendant hath above in its said sixth plea in that behalf alleged; and this the plaintiff prays may be inquired of by the country.

JOHN G. JOHNSON,
Attorney for Plaintiff.

26 (Endorsed:) 6. Oct. sess., 1886. U. S. C. C. Central Trans. Co. *vs.* Pullman's Pal. Car Co. Replication. Filed 26 Apr., 1887. John G. Johnson, for pl'ff.

27 And now, to wit, this twelfth day of April, A. D. 1888, the Pullman Palace Car Company, by its attorney, comes into court here and, by leave of court first had and obtained, files its seventh plea in the words and figures following, viz:

C. C. U. S.

CENTRAL TRANSPORTATION COMPANY *vs.* PULLMAN PALACE CAR COMPANY. } Oct. Session, 1886. No. 6.

Plea 7.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the contract and covenant of lease in the declaration in this cause set forth, and before the said supposed breaches thereof in the declaration alleged had occurred, and heretofore, to wit, on the first day of December, A. D. eighteen hundred and eighty-four, there only remained operating contracts of the kind and nature mentioned in the eighth clause of the said contract and covenant between this defendant and railway companies the following:

The Pennsylvania Railroad Company.

The Cincinnati, Hamilton and Dayton Railroad Company.

28 The Cincinnati, Indianapolis, St. Louis and Chicago Railroad Company.

The Louisville, Cincinnati and Lexington Railroad Company.

And that of the aforesaid contracts so remaining in force all except that with the Pennsylvania Railroad Company were of very small consequence and amount, not exceeding in respect of any company the sum of $10,000 per annum.

That the contract with the Pennsylvania Railroad Company would by its terms expire on the 27th January, 1885, and if the same should so expire and no renewal thereof or new contract be made the profits, income, and revenue derived from and under the other remaining contracts would fall far below the sum of $264,000 per year and would not exceed the sum of $20,000 per annum.

That the said Pennsylvania Railroad Company was disinclined to renew the then existing contract to so expire as aforesaid or to make any new one in respect of the premises; that the said defendant had in good faith endeavored to persuade the Pennsylvania

29 Railroad Company to renew its said contract or to make a new one which should produce profits, income, and revenues sufficient, with the other small contracts aforesaid, to produce a sum sufficient to enable the defendant to continue the payment of the said sum of $264,000 per year, but without success; that this state of things was frequently reported to the officers and agents of the plaintiff.

That the plaintiff at that time had a committee of its board of directors charged with the business and duty of considering with the defendant's officers and agents the aforesaid state of things, with the knowledge that as the matter then stood it would be impossible for the defendant to receive such profits, income, and revenue as would amount to more than a very small percentage of the said $264,000 mentioned in the said eighth clause of the said contract and covenant; that the said committee of the plaintiff's directors had frequent interviews with the officers and agents of the defendant upon the subject and for the purpose of assisting in persuading the Pennsylvania Railroad Company to continue or to make such arrangements with the defendant in the premises as would enable the defendant to get the largest possible amount of profits,
30 income, and revenue from the business; that, in view of the disinclination of the Pennsylvania Railroad Company to enter into any further or new arrangements when the said contract then existing should expire, on the 27th January, 1885, the said defendant, through its officers and agents, duly informed the said committee of the directors of the plaintiff that it must and would and did, to wit, on the 1st day of December, 1884, terminate the said contract and covenant declared upon, to take effect on the expiration of the Pennsylvania Railroad Company contract then existing, to wit, on the 27th day of January, 1885, and did then and there offer to surrender to the said plaintiff the property mentioned in the said covenant and contract declared upon, so far as the same was then in existence, and to do all the things required by the said covenant and contract to be by it done on the occasion of the termination of the contract and covenant aforesaid, as provided in the eighth clause thereof; that thereupon the said committee of the directors of the plaintiff appealed to the officers and agents of the defendant to withdraw and withhold the exercise at that time of the right existing on the part of the defendant to finally terminate the said contract and covenant and to continue the efforts of the defendant to make a new contract with
31 the Pennsylvania Railroad Company on the best terms that the defendant could, and held out to the officers and agents of the defendants that out of whatever contract might be made with the said Pennsylvania Railroad Company a due and fair proportion of the profits, income, and revenue to be derived from the continuance of the business only should be exacted from the defendant according to the substance of the provision in the said eighth clause, declaring that in case the said profits, income, and revenue should fall below the said sum of $264,000 per year such sum or share of net revenues so to be derived as might be agreed upon between the parties should be paid to the said plaintiff instead of the said sum of $264,000 per year; that it was then and there perfectly understood between the said committee of the directors of the plaintiff's company and the officers and agents of the said defendant that the obligation to continue the payment of the said $264,000 per year after the termination of the then existing contract with the Pennsylvania Railroad Company should be no longer in force or insisted upon, but

that both the officers and agents of the plaintiff and the defendant should endeavor to make the best terms possible with the said Pennsylvania Railroad Company for a continuance of the business,
32 and should share in the net revenues thereof, if any such contract could be made, in due and just proportion, without further regard to the original stipulation for the payment of the said $264,000 per year; that, relying upon the said understandings, representations, and assurances of the said committee of the plaintiff's directors, the officers and agents of the defendant did not further insist upon, but then and there waived for the time being, the said declaration for a termination of the whole contract and covenant solely upon the faith and understanding that the duty of paying the said sum of $264,000 per year would terminate on the said 27th January, 1885, and that thereafter, so long as the contract and covenant should in any respect continue, it should be bound to pay and should only be called upon to pay to the said plaintiff such proportion of the net revenues to be derived from the whole business under such new contract as might be made with said Pennsylvania Railroad Company and from the other small unexpired contracts as should be just, and that the precise amount thereof should be settled and adjusted between the parties by mutual agreement; that thereupon, afterward, to wit, on the 28th day of February, A. D. 1885, by the mutual efforts of the officers and agents of both the plaintiff
33 and defendant, a contract, to take effect from the 27th day of January, 1885, was concluded between the said defendant and the said Pennsylvania Railroad Company, for a continuance of the said business under circumstances and conditions quite different from the preceding contract with said company, and producing profits, income, and revenue to the said defendant so much below the sums theretofore received in respect of said business as to bring the total amounts of profits, income, and revenue and the net revenues of the whole business provided in the said contract and covenant declared upon below the said sum of $264,000 per year, to wit, to a sum of substantially nothing a year; that said defendant, relying upon the premises hereinbefore stated, continued to operate the said business mentioned in the said contract and covenant declared upon in the full faith and understanding that its obligation to continue the payment of the said $264,000 per year after the said 27th day of January, 1885, had ceased and determined by reason of the premises, and that its duty and obligation thenceforth was to pay to the said plaintiff only a just proportion of the net revenues of the said business, to be agreed upon between the parties; that the directors of the said plaintiff and the officers and agents of the said defendant did
34 endeavor to agree and did agree upon what that just proportion should be, to wit, the sum of $66,000 per year, together with certain valuable rights reserved to the stockholders of the said plaintiff to exchange their stock for the stock of the said defendant; but this agreement last aforesaid was not approved by the stockholders of the said plaintiff, and was thereupon repudiated by it; that thereupon the said plaintiff, without any further agreement or effort to agree with said defendant in respect of the sum to be paid

from year to year in respect of said contract and covenant, proceeded to insist upon its alleged legal right to demand and receive the said original yearly sum of $264,000, although the said defendant has been at all times ready and willing and is now ready and willing to pay to the said plaintiff its full and just proportion of the net revenues derived from the said business from and after said 27th January, 1885, and covering and including the period of time mentioned in the declaration and in respect of which this suit is brought; and this the defendant is ready to verify. Wherefore it prays judgment whether the said plaintiff ought to have or maintain its aforesaid action in respect of the premises.

35 (Endorsed:) C. C. U. S. Oct. session, 1886. No. 6. Central Transportation Company *vs.* Pullman Palace Car Company. Plea 7. Filed Apr. 12, 1888. Samuel Bell, clerk. MacVeagh.

36 And now, to wit, this twelfth day of April, A. D. 1888, the Pullman Palace Car Company, by its attorney, comes into court here and, by leave of court first had and obtained, files its eighth plea in the words and figures following, viz:

In the Circuit Court of the United States for the Eastern District of Pennsylvania.

CENTRAL TRANSPORTATION CO. *vs.* PULLMAN'S PALACE CAR CO. } Law. No. 6. Oct. Sess., 1886.

Plea 8.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the contract and covenant of lease in the declaration in this cause set forth, and before the said supposed breaches thereof in the declaration alleged had occurred, and heretofore, to wit, on the first day of December, A. D. 1884, by reason of the refusal of certain of the railroad companies mentioned in the contracts as assigned by the said contract of lease to permit the cars of the defendant to be run on and over their respective lines of roads, there remained in force of the contracts or re-

37 newals thereof assigned by the said lease only the contracts between this defendant and the following railroad companies, to wit, the Pennsylvania Railroad Company, the Cincinnati, Hamilton & Dayton Railroad Company, the Cincinnati, Indianapolis, St. Louis & Chicago Railroad Company, and the Louisville, Cincinnati & Lexington Railroad Company, and that the profits, income, and revenue derived from and under the contracts so remaining in force, except that with the Pennsylvania Railroad Company, were of very small amount, not exceeding in the case of any of said companies the sum of ten thousand dollars per annum; that the contract with the Pennsylvania Railroad Company would by its terms

expire on the 27th of January, 1885, and if the same should so expire and no renewal thereof or new contract be made the profits, income, and revenue derived from and under the other remaining contracts would fall below the sum of two hundred and sixty-four thousand dollars per year and would not exceed the sum of twenty thousand dollars per year; that the said Pennsylvania Railroad Company refused to renew the then existing contract to so expire as aforesaid and was disinclined to make any new one at all with the defendant, and refused in any event to make a new contract under which the net earnings or profits
38 to the defendant should exceed six per centum per annum upon the capital required for the conduct of the business; that the capital required therefor would not exceed a sum between two millions and a half and three millions of dollars; that the said defendant had in good faith endeavored to secure a renewal of the existing contract with the Pennsylvania Railroad Company or a new one yielding profits, income, and revenue sufficient with the other small contracts aforesaid to enable the defendant to continue the payment to the plaintiff of the said sum of two hundred and sixty-four thousand dollars per year, but without success; that this state of things was frequently reported and well known to the plaintiff and its officers and agents; that the plaintiff at that time had a committee of its board of directors charged with the business and duty of considering with the defendant's officers and agents the aforesaid state of things, with the knowledge that it would be impossible for the defendant to earn or obtain such profits, income, and revenue as would amount to more than a very small percentage of the said two hundred and sixty-four thousand dollars per annum mentioned in the said eighth clause of the said contract and covenant; that the said committee of the plaintiff's directors had
39 frequent interviews with the officers and agents of the defendant upon the subject, and sought to aid them in persuading the Pennsylvania Railroad Company to make such arrangements with the defendant in the premises as would enable the defendant to get the largest possible amount of profits, income, and revenue from a continuance of the business; that in view of the refusals of the Pennsylvania Railroad Company aforesaid, and of its disinclination to enter into any further or new arrangements permitting the cars of the defendant to be run on and over its lines of railroad after the said contract then existing should expire, on the 27th of January, 1885, the said defendant, through its officers and agents, duly informed the said committee of the directors of the plaintiff that it must and would and did, to wit, on the first day of December, 1884, terminate the said contract and covenant declared upon, to take effect on the expiration of the then existing Pennsylvania railroad contract, to wit, on the 27th day of January, 1885, and did then and there offer to surrender to the said plaintiff the property mentioned in the said covenant and contract declared upon, so far as the same was then in existence, and to do all things required by the said covenant and contract to be by it

done on the occasion of the termination of the contract and
40 covenant aforesaid, as provided in the said eighth clause thereof; that the said committee of the directors informed and advised the plaintiff's board of directors of all the matters above stated, and thereupon appealed to the officers and agents of the defendant to withdraw and withhold the exercise at that time of the right then existing on the part of the defendant to finally terminate the said contract and covenant, and to continue the efforts of the defendant to make a new contract with the Pennsylvania Railroad Company on the best terms that the defendant could, and held out to the officers and agents of the defendant that, under whatever contract might be made with the said Pennsylvania Railroad Company, only a due and fair proportion of the profits, income, and revenue to be derived from the conduct of the business should be exacted from the defendant, according to the substance and intent of the provision in the said eighth clause declaring that in case the said profit, income, and revenue should fall below the said sum of two hundred and sixty-four thousand dollars per year such sum or share of net revenues so to be derived, as might be agreed upon between the parties, should be paid to the said plaintiff instead of the said sum of two hundred and sixty-four thousand dollars per year;
41 that of all the matters and things aforesaid the board of directors of the plaintiff was fully informed and advised by said committee and concurred therein, and it was then and there perfectly understood between the said committee of the directors of the plaintiff's company and its board of directors and the officers and agents of the said defendant that the obligation to continue payment of the said two hundred and sixty-four thousand dollars per year after the termination of the then existing contract with the Pennsylvania Railroad Company should be no longer in force or insisted upon by the plaintiff, but that the officers and agents of both the plaintiff and defendant should endeavor to make the best terms possible with the said Pennsylvania Railroad Company for a continuance of the business, and should share in the net revenues thereof, if any such contract could be made, in due and just proportion, without further regard to the original stipulation for the payment of the said two hundred and sixty-four thousand dollars per year; that, relying upon the said understandings, representations, and assurances of the said committee of the plaintiff's directors, the officers and agents of the defendant did not further insist upon, but then and there waived, for the time being, the said
42 declaration for the termination of the whole contract and covenant, and did so solely upon the faith and understanding that the duty of paying the said sum of two hundred and sixty-four thousand dollars per year would terminate on the said 27th of January, 1885, and that thereafter, so long as the said contract of lease should in any respect continue in force, the defendant should be bound to pay and should be called upon to pay to the said plaintiff only such proportion of the net revenues to be derived from the whole business under such contract as might be made with said Pennsylvania Railroad Company and from the other small unex-

pired contracts as should be just, and that the precise amount thereof should be settled and adjusted at some fixed sum per annum between the parties by mutual agreement, and that thereupon, afterwards, to wit, on the 28th day of February, A. D. 1885, by the mutual efforts of the officers and agents of both the plaintiff and defendant, a contract was concluded between the said defendant and the said Pennsylvania Railroad Company for a continuance of the said business under circumstances and conditions materially different from and less advantageous to the defendant than those
43 of the preceding contract with said railroad company; that said defendant, relying upon the premises hereinbefore stated, continued to operate the said business mentioned in the said contract of lease in the full faith and understanding that its obligation to continue the payment of the said two hundred and sixty-four thousand dollars per year after the said 27th day of January, 1885, had ceased and determined by reason of the premises, and that its duty and obligation thenceforth was to pay to the said plaintiff only such sum per annum as should be agreed upon between the parties to be and represent a just proportion of the net revenues of the said business; that the directors of said plaintiff and the officers and agents of the said defendant did endeavor to agree and did agree upon what that just sum representing the plaintiff's proportion of said net earnings should be, to wit, the sum of sixty-six thousand dollars per year, together with certain valuable rights reserved to the stockholders of the said plaintiff by exchange of shares of their stock for shares of the stock of the said defendant; but this agreement last aforesaid concerning the amount of said annual payment was not approved by the stockholders of the said plaintiff, and was thereupon repudiated by it; that thereupon the said plaintiff,
44 without any further agreement or effort to agree with said defendant in respect of the sum to be paid from year to year in respect of its share of the net earnings under said contract, proceeded to insist upon its alleged legal right to demand and receive the said original yearly sum of two hundred and sixty-four thousand dollars, although the said defendant has been at all times ready and willing and is now ready and willing to pay to the said plaintiff its full and just proportion of the net revenue derived from the said business from and after said 27th day of January, 1885, and covering and including the period of time mentioned in the declaration and in respect to which this suit is brought; and this the defendant is ready to verify. Wherefore it prays judgment whether the plaintiff ought to have or maintain its aforesaid action in respect of the premises.

(Endorsed:) C. C. U. S. Oct. session, 1886. No. 6. Central Transportation Company *vs.* Pullman Palace Car Company. Plea 8. Filed Apr. 12, 1888. Samuel Bell, clerk. MacVeagh.

45 And now, to wit, this twelfth day of April, A. D. 1888, the Pullman Palace Car Company, by its attorney, comes into

court here and, by leave of court first had and obtained, files its ninth plea in the words and figures following, viz:

In the Circuit Court of the United States for the Eastern District of Pennsylvania.

CENTRAL TRANSPORTATION CO. *vs.* PULLMAN'S PALACE CAR CO. } Law. No. 6. Oct. Sess., 1886.

Plea 9.

And for a further plea in this behalf the defendant, by its attorney, says that after the making of the contract and covenant of lease in the declaration in this cause set forth, and before the said supposed breaches thereof in the declaration alleged had occurred, and heretofore, to wit, on the first day of December, A. D. 1884, by reason of the refusal of certain of the railroad companies mentioned in the contracts assigned by the said contract of lease to permit the cars of the defendant to be run on and over their respective lines of roads, there remained in force of the contracts or renewals
46 thereof assigned by the said lease only the contracts between this defendant and the following railroad companies, to wit, the Pennsylvania Railroad Company, the Cincinnati, Hamilton & Dayton Railroad Company, the Cincinnati, Indianapolis, St. Louis & Chicago R. R. Co., the Louisville, Cincinnati & Lexington R. R. Co., and that the profits, income, and revenue derived from and under the contracts so remaining in force, except that with the Pennsylvania Railroad Company, were of very small amount, not exceeding in the case of any of said companies the sum of ten thousand dollars per annum; that the contract with the Pennsylvania Railroad Company would by its terms expire on the 27th of January, 1885, and if the same should so expire and no renewal thereof or new contract be made the profits, income, and revenue derived from and under the other remaining contracts would fall below the sum of two hundred and sixty-four thousand dollars per year and would not exceed the sum of twenty thousand dollars per year; that the said Pennsylvania Railroad Company refused to renew the then existing contract to so expire as aforesaid, and was disinclined to make and [any] new one at all with the defendant, and refused in any event to make a new contract under which the net earnings and profits
47 to the defendant should exceed six per centum per annum upon the capital required for the conduct of the business; that the capital required therefor would not exceed a sum between two millions and a half and three millions of dollars; that the said defendant had in good faith endeavored to secure a renewal of its existing contract with the Pennsylvania Railroad Company or a new one yielding profits, income, and revenue sufficient with the other small contracts aforesaid to enable the defendant to continue the payment to the plaintiff of the said sum of two hundred and sixty-four thousand dollars per year, but was unable to secure such a contract; that this state

of things was frequently reported and well known to the plaintiff and its officers and agents; that the plaintiff at that time had a committee of its board of directors charged with the business and duty of considering with the defendant's officers and agents the aforesaid state of things, with the knowledge of said plaintiff and of said committee of the refusal aforesaid, and that it would be impossible for the defendant to earn or obtain such profits, income, and revenue as would amount to more than a very small percentage of the said two hundred and sixty-four thousand dollars per annum mentioned in the clause designated as "eighth" in the said
48 contract of lease declared on; that the said committee of the plaintiff's directors had frequent interviews with the officers and agents of the defendant upon the subject, and sought to aid them in persuading the Pennsylvania Railroad Company to make such new contract with the defendant as would enable the defendant to continue to pay rental to the plaintiff from a continuance of the business under said contract of lease; that in view of the refusals of the Pennsylvania Railroad Company aforesaid, and of its disinclination to enter into any further or new arrangements permitting the cars of the defendant to be run on and over its lines of railroad after the said contract then existing should expire, on the 27th of January, 1885, the said defendant, through its officers and agents, duly informed the said committee of the directors of the plaintiff that it must and would and it did, to wit, on the first day of December, 1884, terminate the said contract of lease and covenant declared upon, said termination to take effect on the expiration of the then existing Pennsylvania railroad contract, to wit, on the 27th day of January, 1885, and did then and there offer to surrender to the said plaintiff the property mentioned in the said covenant and contract declared upon, so far as the same was then in existence, and to do all things required by the said
49 covenant and contract to be by it done on the occasion of the termination of the contract and covenant aforesaid, as provided in the said "eighth" clause thereof; that the said committee of the directors informed and advised the plaintiff's board of directors of all the matters above stated, and thereupon, with the concurrence of said board of directors, appealed to the officers and agents of the defendant and requested the defendant to withdraw and withhold insistence at that time upon the effect of its action to finally terminate then and there the said contract of lease, and instead thereof to adopt that alternative contained in said section "eighth," which, in the event there specified, provided, instead of a termination of the said contract of lease, for a continuation thereof and payment to the plaintiff of a sum or share of the net revenues in lieu of the said sum of $264,000, and urged the defendant to continue its efforts to make a new contract with the Pennsylvania Railroad Company on the best terms that the defendant could, and held out to the officers and agents of the defendant and promised that under whatever contract might be made with the said Pennsylvania Company only a due and fair proportion of the profits, income, and revenue to

be derived from the conduct of the business should be exacted
50 from the defendant, and promised to agree with the defendant in a liberal spirit with the sum of said net earnings to be paid yearly by the defendant in lieu of the former rental, according to the substance and intent of the provision aforesaid in the said "eighth" clause; that of all the matters and things aforesaid the board of directors of the plaintiff was fully informed and advised by said committee, and concurred therein, and that it was then and there perfectly understood between the said committee of the directors of the plaintiff's company and its board of directors and the officers and agents of the said defendant that thereby the obligation to continue payment of the said $264,000 per year after the termination of the then existing contract with the Pennsylvania Railroad Company was abrogated in accordance with and in performance with the provisions of the said contract of lease itself, and would be no longer in force or insisted upon by the plaintiff, but that the officers and agents of both the plaintiff and defendant should endeavor to make the best terms possible with the said Pennsylvania Railroad Company for a continuance of the business, and should share in the net revenues thereof, if any such contract could be made, in due and just proportion, without further regard to the original stipulation for the payment of the said $264,000 per year; that, being induced by and relying upon the said under-
51 standings, representations, and assurances of the said committee of the plaintiff's directors, the defendant withheld for the time being the insistence of the defendant upon the effect at that time of its action to finally terminate the said contract of lease, and did so solely upon the inducements and reliance aforesaid, and upon the faith and understanding that the duty of paying the said sum of $264,000 per year would terminate on the 27th day of January, 1885, and that thereafter, so long as the said contract of lease should in any respect continue in force, the defendant should be bound to pay and should be called upon to pay to the said plaintiff only such proportion of the net revenues to be derived thereunder as should be just and reasonable, and that the precise amount thereof should be settled and adjusted at some fixed sum per annum between the parties by mutual agreement; that thereupon the said committee of the plaintiff's board of directors and the said board of directors, in recognition and ratification and in execution of the understanding and agreement aforesaid, proceeded to negotiate and to settle with the officers and agents of the defendant upon a certain fixed sum of the net earnings aforesaid which should represent and be the plaintiff's just and reasonable share thereof, and several resolu-
52 tions were from time to time passed by said plaintiff's board of directors for that purpose, approving and offering to accept various sums in the premises; and that thereupon, afterwards, to wit, on the 28th day of February, A. D. 1885, by the mutual efforts of the officers and agents of both the plaintiff and defendant, a contract was concluded between the said defendant and the said Pennsylvania Railroad Company for a continuance of the said business under circumstances and conditions materially different from and less ad-

vantageous to the defendant than those of the preceding contract with said railroad company; that said defendant, relying upon the premises hereinbefore stated, continued to operate the said business mentioned in the said contract of lease in the full faith and understanding that its obligation to continue the payment of the said $264,000 per year after the said 27th day of January, 1885, was abrogated and had ceased and determined by reason of the premises, and that its duty and obligation thenceforth was to pay to the said plaintiff only such sum per annum as should be agreed upon between the parties to be and represent a just proportion of the net revenues of the said business; that the directors of said plaintiff and the officers and agents of the said defendant did endeavor to agree and did agree upon what that just sum representing the plaintiff's pro-
53 portion of said net earnings should be, to wit, the sum of $66,000 per year, together with certain valuable rights reserved to the stockholders of the said plaintiff by exchange of shares of their stock for shares of the stock of the said defendant; but this agreement was not approved by the stockholders of the said plaintiff and was thereupon, together with all the inducements, promises, and undertakings of the said committee and of the said plaintiff's board of directors, upon which this defendant had relied as aforesaid, and by which it had been induced as aforesaid to withdraw and withhold its insistence at that time upon the effect of its action to finally terminate the said contract of lease repudiated by it; that thereupon the said plaintiff, without any further agreement or effort to agree with said defendant in respect of the sum to be paid from year to year in respect of its share of the net earnings under said contract, proceeded to insist upon its alleged legal right to demand and receive the said original yearly sum of $264,000, although the force and effect of the repudiation by the plaintiff as aforesaid of its inducements, promises, and undertakings hereinbefore set forth, the action of the defendant, hereinbefore stated, to terminate the said contract of lease on and from the 27th day of January,
54 A. D. 1885, became operative and effective and the said contract of lease became and was terminated between the parties thereto on the date last aforesaid, and although the defendant has been at all times since the said repudiation by the plaintiff ready and willing, and is now ready and willing, and before the commencement of this suit has offered to surrender to said plaintiff the property demised or assigned by said contract of lease, so far as the same was then in existence, and to do all things required by said contract to be done by this defendant on the occasion of its termination, as provided for in said "eighth" clause section thereof, and although this defendant has been ready and willing at all times, as aforesaid, and is now ready and willing and offers to pay to the plaintiff such reasonable and just compensation as it ought to pay for the use and benefit it may have derived from the demised or assigned property since the 27th day of January, A. D. 1885, and covering and including the period of time mentioned in the declaration, and in respect to which this suit is brought; and this the defendant is ready to verify.

Wherefore it prays judgment whether the said plaintiff ought to have or maintain its aforesaid action in respect of the premises.

55 (Endorsed:) C. C. U. S. Oct. sessions, 1886. No. 6. Central Transportation Company *vs.* Pullman Palace Car Company. Plea 9. Filed Apr. 12, 1888. Samuel Bell, clerk. MacVeagh.

56 And afterwards, to wit, on the 23rd day of April, A. D. 1888, the plaintiff, by its attorney, comes into court here and files its replication to the 7, 8, and 9 pleas in the words and figures following, viz:

U. S. C. C., E. D. Pa.

CENTRAL TRANSPORTATION COMPANY *vs.* PULLMAN'S PALACE CAR COMPANY. } October Sessions, 1886. No. 6.

To the seventh plea by the defendant above pleaded the plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that the said contract in the said plea alleged to have been concluded between the plaintiff and the Pennsylvania Railroad Company
57 on the twenty-eighth day of February, 1885, did not produce profits, income, and revenue to the said defendant so much below the sums theretofore received in respect of said business carried on by defendant under the contract declared upon as to bring the total amounts of the profits, income, and revenue and the net revenues of the whole business provided for in the said contract declared upon below the said sum of two hundred and sixty-four thousand dollars per year in manner and form as the said defendant hath above in its said seventh plea in that behalf alleged: and this the said plaintiff prays may be inquired of by the country.

To the eighth plea by the defendant above pleaded the plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that the de-
58 fendant, of its own wrong and without the cause by it in that plea alleged, broke its said covenant in the said declaration mentioned in manner and form as the plaintiff hath in the said declaration in that behalf complained against it; and this the said plaintiff prays may be inquired of by the country.

To the ninth plea by the defendant above pleaded the plaintiff replies that it, the said plaintiff, by reason of anything by the defendant in that plea alleged, ought not to be barred from having and maintaining its aforesaid action, because it says that the defendant, of its own wrong and without the cause by it in that plea alleged, broke its said covenant in the said declaration mentioned in manner and form as the said plaintiff hath in the said declaration in that

behalf alleged against it; and this the said plaintiff prays
59 may be inquired of by the country.

JOHN G. JOHNSON,
Att'y for Pl'ff.

(Endorsed:) 6. October sess., 1886. U. S. C. C. Central Transportation Co. *vs.* Pullman's Pal. Car Co. Replication to 7th, 8th, & 9th pleas. Filed April 23, 1888. J. G. Johnson.

60 And thereupon it is ordered that a jury come to try the issue joined in this cause.

And afterwards, to wit, on the 23rd day of April, A. D. 1888, came the parties aforesaid, and the jurors of the jury aforesaid being called likewise came, to wit, Joseph W. Lewis, Edward H. Twaddell, Charles A. Meck, Oliver H. Henry, Robert P. Moulton, Thomas Hoy, Daniel S. Lindsay, William Burton, Henry C. Riley, Bethel M. Custer, Charles Shoemaker, Jeremiah S. Hess, who are duly empanelled, returned, chosen, tried, and sworn or affirmed to speak the truth in the issue joined, &c.

And afterwards, to wit, on the 24th day of April, A. D. 1888, the court orders nonsuit.

61 And afterwards, to wit, on the day and year last aforesaid, this cause coming on to be heard on motion to take off nonsuit, and having been argued by counsel for the respective parties, and the court, being fully advised in the premises, refuses to take off the nonsuit; whereupon judgment of nonsuit is entered accordingly.

And afterwards, to wit, on the 10th day of May, A. D. 1888, the defendant, by its attorney, files the following bill of exceptions, to wit:

62 In the Circuit Court of the United States for the Eastern District of Pennsylvania.

THE CENTRAL TRANSPORTATION COMPANY, a Corporation Organized and Existing under and by Virtue of the Laws of the State of Pennsylvania and a Citizen thereof, *vs.* PULLMAN'S PALACE CAR COMPANY, a Corporation Organized and Existing under and by Virtue of the Laws of the State of Illinois and a Citizen thereof.	Of October Sessions, 1886. No. 6.

Be it remembered that in the said sessions of April, A. D. 1888, came the plaintiff into the said court and impleaded the said defendant in a certain plea of covenant, &c., in which the said plain-

tiff declared (*prout narr.*) and the said defendant pleaded (*prout* pleas); and thereupon issue was joined between them.

And afterwards, to wit, at a session of said court, held at
63 the district aforesaid, before the Honorable William Butler, one of the judges of the said court, on Monday, the twenty-third day of April, A. D. 1888, the aforesaid issue between the said parties came to be tried by a jury of the said district for that purpose duly empannelled (*prout* list of jurors), at which day came as well the said plaintiff as the said defendant, by their respective attorneys, and the jurors of the jury aforesaid empannelled to try the said issue, being also called, came and were then and there in due manner chosen and sworn or affirmed to try the said issue; and upon the trial the counsel of the said plaintiff offered in evidence a contract between the Central Transportation Company and the Pullman's Palace Car Company, dated February 17th, 1870 (*prout* same); also the charter of the Central Transportation Company (*prout* same), and an act of the General Assembly of the Commonwealth of Pennsylvania entitled "An act to extend the charter of the Central Transportation Company to empower them to lease their property and increase their capital stock," approved February 9th, 1870 (*prout* same); also to show that defendants, under the aforesaid contract, entered into possession of the property of the plaintiffs and continued in possession during the whole period covered by the *narr.* To this offer counsel for the defendant objected on the ground that it was beyond the power of either corporation to make the contract, and also because it was null and void by reason of its
64 being in restraint of trade and against public policy as preventing competition; whereupon the court sustained the objection and overruled the offer, delivering the following opinion:

The COURT (BUTLER, *J.*): I do not think it would be profitable to occupy more time in the discussion of this matter. The question was raised on one, if not two, previous occasions in the litigation between the parties, but never under circumstances which required the court to decide or even consider it. Here, as we then thought, is the proper place and time for its decision. We could not decide it in the application for injunction because it could properly be raised and decided in this action at law. It was the right of the plaintiff to bring this suit and to have the questions involved tried here. If this question was to be interposed, here was the place to interpose it. It is now properly before us and must be decided. The judgment we have formed regarding it is such that there would be no advantage in hearing the counsel further on the other side. We heard Mr. Johnson a second time, irregularly, out of the great desire we felt to reach a conclusion which would not be unjust to
65 his client; but the arguments presented yesterday afternoon and this morning have not removed the impression we had at the time of recess yesterday.

The plaintiff, an incorporated company authorized by its charter "to transport passengers in railroad cars constructed and owned by itself, in accordance with certain patents," entered upon the business

for which it was incorporated, manufactured a large number of cars, entered into contract with numerous railroad companies, and commenced the running of its cars upon their roads. The defendant was engaged in the same business—running similar cars upon railroads for the accommodation of passengers—and was probably the plaintiff's principal competitor in the business.

The two companies, finding it desirable for the promotion of their interests to avoid competition, resolved to form a combination (in order that they might have a monopoly of the business), whereby the defendant would take the cars, leases, patent rights, and other property of the plaintiff and hold it for a period of ninety-nine years; in consideration of which and of the plaintiff's agreement to discontinue business and cease competition in order that the defendant might, so far as it was concerned, have a monopoly in this respect, the defendant undertook to pay to plaintiff the sum of $264,000 per annum in quarterly installments. By the contract here in suit that
66 arrangement was carried into effect. That it was and is invalid unless authorized by legislation we entertain no serious doubt.

The duties devolving upon the plaintiff by virtue of its charter were of a public nature. They were to transport passengers over railroads in cars manufactured by it for that purpose. More clearly are these duties public in their character than the duties devolving upon the incorporated owners of grain elevators (for example) which the Supreme Court of the United States has held to be public. The parties seem to have believed such legislation necessary to the accomplishment of their purpose, for they procured the enactment of the statute to which the plaintiff now appeals for support. An important question, therefore, is whether or not this statute is broad enough to authorize the contract. The language is, "The said company are hereby empowered to enter into contracts with corporations of this or any other State for leasing or hiring and transferring to them or any of them their railway cars and other personal property." If there was nothing more in the statute it might be given a construction broad enough, possibly (it is not necessary to pass on that question), to authorize what was done; but there is more, and in view of it the statute cannot be read so broadly as to authorize this contract. The language quoted cannot be so read consistently with other language contained in the statute. In
67 the same clause it is provided "that the charter of the company shall be extended." That of itself ought to have little influence on the interpretation, because there may be reasons for the extension of the charter consistent with the thought that the company was about to transfer all its property, including its franchises; but there is this additional language: "And the company shall have power to increase its present capital stock $200,000." This language is entirely inconsistent, as it seems to the court, with the belief that the Legislature contemplated and intended that by means of the authority contained in this statute the plaintiff should dispose of all its property, rights, and privileges, tie its hands, and close its doors. If it was to do so, for what purpose would it want the

additional capital? How can the statute be read as the plaintiff would read it—consistently with the idea that the Legislature intended the plaintiff should at once stop business, transfer all it had under its charter, tie its hands, and disable itself from manufacturing cars or transporting passengers? It should have a reasonable construction, but must not be strained for the purpose of enabling the plaintiff to enter into the contract here involved.

When the objection to the contract was first presented I supposed the principal answer to the objection would be that the defendant, having received the plaintiff's property and enjoyed the
68 use of it, and having had the full possession of all the rights intended to be conferred by the contract during the period for which rent is sought to be recovered in this suit—the defendant is estopped from setting up this defense. I recollect the general expression to be found in the cases which have since been cited to the effect that a defendant under such circumstances is estopped setting up such a defense. I knew at the same time that these expressions were generally, if not always, found in proceedings in equity, where the claim was simply for a just compensation for the use of the property, not for rent or other monies contracted to be paid, but was not sure that a case or cases might not be found in which a common law action had been sustained upon the same ground—that is, that the equitable doctrine of estoppel might be interposed against the defendant. Therefore it was that the plaintiff's counsel was asked whether he had found any case in which this doctrine had been applied where the suit was an action at law. I understood him to say at the time that he had not; that the claim to such compensation generally arose in proceedings in equity. In the afternoon text books were produced in which this general doctrine is stated: That a defendant will not be permitted under such circumstances to set up the defence; that he will be estopped doing so where he has enjoyed the full and undisturbed use of the
69 property, and certain cases were also found and brought to the attention of the court where the doctrine was applied in actions at law.

Those cases, however, were cases in which the circumstances differed very materially from the circumstances of the case before the court. They are all (with the exception of two not fully understood by the court) cases in which the contract was fully executed on the part of the plaintiff; where there was nothing left for him to do, and where, consequently, the defendant had received the full consideration for the money which he was called on to pay, as in the case where a national bank loaned money in violation of a statute enacted for its government and the defendant, sued for a recovery of the money, interposed the objection that the contract was made in violation of law, and was therefore void. The court said that the contract being fully executed on the part of the plaintiff, and the money sought to be recovered being no more than the just compensation for what he had received, this reply of estoppel might be interposed. The New York case cited is of precisely the same character. In listening to it I was struck with the extra-

ordinary care taken by the judge in stating his views to distinguish the case from such as we are trying. In every instance where he had occasion to refer to the subject he pointed out in the most emphatic language the fact that the decision rested on the
70 ground that the contract had been fully, entirely, and completely performed on the part of the plaintiff; that there was nothing further left for him to do, so that the money sought to be recovered was what the plaintiff was equitably and justly entitled to receive for the use the defendant had had of the plaintiff's property. The New Jersey case I have not had the opportunity of examining. I am not sure that I understand it, and I may say the same of the Pennsylvania case.

Now, the difference between such a case and the case before the court is very manifest. The contract on the part of the plaintiff here is not fully performed. It is a continuing contract; it is still executory on both sides. The rent stipulated to be paid, $254,000 per annum, is not a rent which the defendant undertook to pay for the use simply of this property. A part (and, I venture to say, a most material part) of the consideration for the payment was the obligation which the plaintiff entered into—that the defendant should have a monopoly; that the plaintiff would cease its business; that it would no longer manufacture and run cars and compete with the defendant for the transportation of passengers. That provision permeates the entire contract. It is not as if it were a separate or immaterial part; it is, indeed, the very essence of it, the corner-stone upon which the arrangement rests, without which the contract, we may infer, would never have been made, and, if made, would have been valueless to the defendant. In such a case as this the
71 doctrine of estoppel cannot be applied, for the reason that it does not follow and perhaps would be entirely unjust to hold that the defendant should be required to pay the entire amount of rent stipulated for the period of time covered by the suit. The defendant undertook to pay it in consideration of the plaintiff's undertaking, which was understood to be binding, that the plaintiff would abstain from competition and give the defendant a monopoly. The plaintiff did abstain during the period covered by the suit. This, however, is not what was intended. There is nothing in the way of resuming to-day, to-morrow, or the next day. The defendant loses the benefit of this vital provision for all the future.

It would, therefore, I repeat, be unjust to apply the doctrine invoked to a case like this. It never has been applied in any case where it was not entirely equitable and just to do so. The doctrine of estoppel belongs to chancery, and it was an innovation to import it into a suit at law under any circumstances except, indeed, where the court in which the suit is conducted has authority to administer equity through common law forms, and we believe it has not been done save in the exceptional cases cited.

The plaintiff is entitled to recover, beyond all question, a full compensation for the benefit which the defendant has enjoyed under this lease, but it cannot recover here on the contract as a legal
72 instrument. It can recover what may appear to be just and

proper under all the circumstances when they are fully developed, but not in a suit at law on the contract.

I repeat, it seems not only anomalous but illogical and impossible to hold that a suit at law can be maintained on an instrument which is absolutely void. Where a contract is voidable at the instance of a party because of some reason personal to himself, as for fraud, he may confirm it by his acts, but where it is void as having been made in violation of law or of settled public policy it is impossible to infuse validity into it by such means or any other. As Justice Miller said in the case adverted to yesterday, to hold that the acts of parties may infuse life and give it validity is to hold that the longer men do wrong the less reason or right there is to say they shall be interfered with; yet in the exceptional cases to which I have adverted, where the contract has been fully executed on one side, it is held that the equitable doctrine of estoppel may be imported into an action at law for the purpose of accomplishing what chancery would do under the peculiar circumstances there existing. Whether this was wise may be doubted, but need not be considered here.

There would be no advantage in enlarging upon what I have said. It is sufficient to indicate our views. We must therefore sustain objection.

73 Counsel for the plaintiff excepted to the overruling of the offer of evidence, and, at his request, the court sealed a bill of exceptions thereto. Counsel for plaintiff then offered, in addition to the contracts, charter and act of Assembly referred to in his former offer, to show that, in pursuance of the said contract of February 17, 1870, the patent rights, contracts, and cars of the plaintiff were delivered to defendant and continued in the possession of the defendant under said contract until the first day of July, 1886, up to which time defendant insisted upon retaining them, and that on the first day of July, 1886, defendant for the first time tendered them to plaintiff, said tender having been made by a letter dated June 28th, 1886 (*prout* same). To this offer counsel for defendant objected; whereupon the court sustained the objection and overruled the offer. Counsel for plaintiff excepted to the overruling of this offer, and, at his request, the court sealed a bill of exception thereto. Counsel for defendant thereupon moved the court to enter a nonsuit; which motion was granted and a nonsuit was entered. Counsel for plaintiff thereupon moved the court to take off the nonsuit; which motion the court refused.

And thereupon the counsel for the said plaintiff did then and there except to the aforesaid overruling of the offers of evidence, the refusal of the court to take off the nonsuit, and to the opinion of the said court; and, inasmuch as the said offers, refusal, and

74 opinion so excepted to do not appear upon the record—

The said counsel for the said plaintiff did then and there tender this bill of exceptions to the opinion of the said court, and requested the seal of the judge aforesaid should be put to the same, according to the form of the statute in such case made and provided; and thereupon the aforesaid judge, at the request of the said counsel for the plaintiff, did put his seal to this bill of exceptions,

pursuant to the aforesaid statute in such case made and provided, this day, *of* May 11, A. D. 1888.

WM. BUTLER. [L. S.]

75 *Lease of Central Transportation Company to Pullman's Palace Car Company, February 11th,* 1870.

Philadelphia, Pa., 1880.

76 *Lease.*

This indenture, made this seventeenth day of February, A. D. one thousand eight hundred and seventy, between the Central Transportation Company, a corporation of the Commonwealth of Pennsylvania, having their place of business in the city of Philadelphia, of the first part, and Pullman's Palace Car Company, a corporation of the State of Illinois, having their place of business in the city of Chicago, of the second part.

Whereas the parties hereto are engaged in the business of manufacturing railway cars, generally known as sleeping cars, under certain patents belonging to them, respectively, and of hiring the same to railroad companies under written contracts, to be used and employed on and over the lines of the roads of said railroad companies, and receiving therefor income and revenue by the sale to passengers of the births and accommodations therein; and

Whereas the demands of the public for increased means of personal comfort and convenience in traveling, of avoiding
77 repeated changes of cars over long routes of railroad, the necessity for affording, at fair and reasonable rates, these advantages, which cannot be extended by the railroad companies themselves, require that every possible means should be adopted to meet such demands by avoiding the inconvenience and curtailing the expenses incidental to the maintenance of the business management and organization of two separate corporations; and

Whereas it is proposed that the party of the first part (having authority so to do under an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act to extend the charter of the Central Transportation Company to empower them to lease their property and increase their capital stock," and approved the ninth day of February, one thousand eight hundred and seventy, and duly accepted), shall demise, transfer, and set over unto the party of the second part, their successors and assigns, all their cars, contracts, and patent rights and personal property, and that the second party (having authority so to do under the said act of Assembly and by virtue of the powers in them vested by their act of incorporation from the State of Illinois) should take the same; and

Whereas, at a meeting of the directors of the first party, held at Philadelphia on the eleventh day of February, one thousand eight hundred and seventy, and at a meeting of the directors of the second party, held at Chicago on the sixteenth day of February, one

thousand eight hundred and seventy, this present form of contract by and between the parties hereto was submitted for their approval, and, the same being by them at said meetings approved, the respective presidents were authorized, for and as the act and deed of
78 the said parties of the first and second part, duly to execute and deliver the same:

Now, this contract witnesseth: That the party of the first part, for and in consideration of the money, covenants, and agreements hereinafter mentioned and contained on the part of the second party, their successors and assigns, to be paid, kept, and performed, hath granted, demised, transferred, and set over, and by these presents do grant, demise, transfer, and set over, unto the second party, their successors and assigns, and the second party take:

Item 1. All and singular one hundred and nineteen railway sleeping cars, furniture, bedding, bed clothing, and apparel thereunto belonging or appertaining.

Item 2. All and singular their rights, interests, and claims of, in, and to sixteen contracts (copies of each whereof are hereto attached and made part hereof and numbered, respectively, No-. 1, 2, 3, etc.) entered into by and between the party of the first part and the several railroad companies, parties respectively thereto, for and in respect to the use and employment of said cars on and over the respective lines of said railroad companies.

Item 3. All and singular their right, title, and claim of, in, and to seventeen patent rights, secured by letters patent (an assignment whereof is hereto attached and made part hereof and numbered A), as fully and entirely as the first party are or may be entitled to the same and to any renewal or extension thereof.

Item 4. And generally all their personal property, rights, credits, moneys, and effects, rights of actions, moneys due and to become due from licenses heretofore granted; to have and to hold
79 the above-demised property and all income, revenue, and profit to be derived therefrom to the party of the second part, their successors and assigns, as follows:

Item 1. The said one hundred and nineteen cars, furniture, bedding, bed clothing, and apparel for and during the term of ninety-nine years from the first day of January, A. D. one thousand eight hundred and seventy, to be fully completed and ended.

Item 2. Each of the said contracts for and during the full term of the duration of each thereof, respectively.

Item 3. Each of the said patent rights for the full end and term of the duration of the letters patent therefor, respectively, and for the full end and term of any renewal or extension of the same, respectively.

Item 4. All the said personal property, rights, credits, moneys, and effects, rights of action, moneys due and to become due from licenses heretofore granted for and during the said term of ninety-nine years from the first day of January, A. D. one thousand eight hundred and seventy, or during the existence of said licenses or of any renewal or extension thereof; all and every of which shall be taken subject to all debts and pecuniary liabilities of the first party

up to the said first day of January, one thousand eight hundred and seventy, as set forth in Exhibit "B."

In consideration whereof the party of the second part covenant with the party of the first part as follows:

1st. That they shall and will pay to the said first party, their successors and assigns, annually the sum of two hundred and sixty-four thousand dollars ($264,000) in lawful money of the United States during the entire term of ninety-nine years as aforesaid, the same to be paid to the treasurer or other authorized officer, at
80 their principal place of business or office of said first party, in quarter-yearly installments of sixty-six thousand dollars ($66,000), the first quarter's payment to be made on the first day of April, one thousand eight hundred and seventy, and shall and will pay all debts and pecuniary liabilities of the first party due and owing by them up to the first day of January, A. D. one thousand eight hundred and seventy, as set out in Exhibit "B."

2d. That they shall and will, so long as the said assigned contracts exist and for the period of any new or other contract with the said railroad companies, or either of them, or their successors and assigns of like general character, in good faith continue and carry on the business as authorized by their charter.

3d. That they shall and will during the said term of ninety-nine years keep or cause to be kept in good order and repair or renewed and reconstructed as often as may be needful the said one hundred and nineteen cars and the furniture, bedding, bed clothing, and apparel thereof.

4th. That in the event of the failure or omission of said second party, their successors or assigns, to pay any of the said quarterly payments for the period of thirty days after the same shall be due and payable, then and in such case this contract may, at the option of the party of the first part, be declared null and void, and it shall and may be lawful for them or for any person or persons or corporation or corporations selected by them, either with or without any process or writs for such purpose, to take possession of and again to hold the said one hundred and nineteen cars hereby demised, or as the same may be renewed or reconstructed, as aforesaid, wherever the same may be found, with their furniture, bedding, bed
81 clothing, and apparel, and in such case the second party covenant and agree to deliver possession of said cars to such person or persons or corporation or corporations so selected, and to assign and transfer to the said first party the said contracts or any new contracts with the said railroad companies for and in respect to the use and employment of sleeping cars over their lines of railroads, and any unexpired patent right, or renewal or extensions of the same, hereinbefore assigned and transferred, and shall and will cease to operate or employ or cause to be operated or employed any cars whatsoever on or over the said lines of railroads—

It being understood that such action on the part of the first party in the said event shall not release or discharge the second party, their successors or assigns, from liability from damage and loss which

may be sustained by said first party owing to any such breach of contract or default.

5th. That they will not assign or transfer this contract without the consent, in writing, of the party of the first part, nor make or create any debt, lien, or mortgage upon the property hereby demised which can or shall in any manner take precedence of the rights of the first party under this contract, or in anywise to deprive the party of the first part from their right to claim and take said property under the terms hereof; and the said parties hereto further covenant and agree with each other as follows:

6th. That the parties hereto shall and will, at all proper times and manner, exert their influence to obtain renewals or new contracts with said railroad companies for and in respect to the use and employment of the cars of the second party on and over their lines of railroads, in carrying on their said business, and the first party shall and will not engage in the business of manu-
82 facturing, using, or hiring sleeping cars while this contract remains in full force and effect.

7th. That such renewal or new contract may be made in the name of the party of the second part, their successors and assigns; but in the event of the termination of this contract under any of the clauses hereof the same shall be thereupon assigned and transferred unto the party of the first part.

8th. In the event that any of the railroad companies mentioned in the assigned contracts shall at any time during this agreement refuse to permit the cars of the second party to be run on and over their respective lines of roads, so that, by reason of such prevention or refusal, the profits, income, revenue derived from and under any other and remaining contracts with other and remaining railroad companies mentioned in the assigned contracts shall fall below the sum of two hundred and sixty-four thousand dollars ($264,000), then in *and in* that event said second party shall have the right either to declare this contract null and void and surrender to said first party the said hereinbefore-demised property or shall and will pay in like manner, in lieu of the said sum of two hundred and sixty-four thousand dollars ($264,000), such sum or share of the net revenues from the remaining lines of roads as the parties hereto may at that time agree upon.

9th. And the party of the second part covenant and agree with the party of the first part that on the expiration of the said term of ninety-nine years they will redeliver to said first party the said one hundred and nineteen cars, furniture, bedding, bed clothing, and apparel in like good order as the same now are, with such additions, betterments, and improvements as shall be made thereto or in re-
newal or substitution thereof, together with any unexpired
83 contracts between said second party and any of the railroad companies mentioned in the assigned contracts, for and in respect to the use and employment of said cars on and over their lines of railroads.

In witness whereof the said parties hereto have caused their respective corporate seals to be hereto affixed and the same to be at-

tested by the signatures of their respective presidents and secretaries the day and year first above written.

O. W. CHILDS, [L. S.]
President.

Attest: J. F. COTTRINGER,
Secretary.

Witnesses:
G. C. FRANCISCUS.
J. ERNEST GOODMAN.

GEO. M. PULLMAN, [L. S.]
President.

Attest: CHAS. W. ANGELL,
Secretary.

Witnesses:
WIRT DEXTER.
W. F. WHITEHOUSE.

STATE OF PENNSYLVANIA, }
City and County of Philadelphia, } *ss:*

On this seventeenth day of February, A. D. 1870, before me, the subscriber, a notary public for the Commonwealth of Pennsylvania, and residing in the said city of Philadelphia, personally appeared Joseph F. Cottringer, secretary of the Central Transportation Company, who, being by me duly sworn, did depose and say that he was present and did see Orville W. Childs, president of the said company, sign the foregoing indenture and affix thereto the
84 common or corporate seal of the said company, which is the same seal now affixed thereto, and then deliver the said indenture as the act and deed of the said company, made by order and authority of the board of directors of said company, and that he, the said Joseph F. Cottringer, did thereupon subscribe his name as secretary of the said company in attestation of the due execution and delivery thereof, and that his name now subscribed thereto as such secretary as aforesaid is in his own proper handwriting.

J. F. COTTRINGER, *Secretary.*

Sworn and subscribed before me.
Witness my hand and official seal the day and year aforesaid.

JOSHUA SPERING, [L. S.]
Notary Public.

STATE OF PENNSYLVANIA, }
City and County of Philadelphia, } *ss:*

On this seventeenth day of February, A. D. 1870, before me, the subscriber, a commissioner of deeds for the State of Illinois, resident in said city of Philadelphia, personally appeared Joseph F. Cottringer, secretary of the Central Transportation Company, who is personally known to me to be the person whose name is subscribed to the foregoing indenture as such secretary, as having attested the same, who, being by me duly sworn, did depose and say that he was

present and did see Orville W. Childs, president of the said company, sign the foregoing indenture and affix thereto the common or corporate seal of said company, which is the same seal now affixed thereto, and then deliver the said indenture as the act and deed of the said company, made by order and authority of the board of directors of said company, for the uses and purposes
85 therein expressed, and that he, the said Joseph F. Cottringer, did thereupon subscribe his name as secretary of said company to the said indenture in attestation of the due execution and delivery thereof, and that his name now subscribed thereto as such secretary as aforesaid is in his own proper handwriting.

J. F. COTTRINGER, *Secretary.*

Sworn and subscribed before me.
Witness my hand and official seal the day and year aforesaid.

JOSHUA SPERING, [L. S.]
Commissioner for Illinois.

STATE OF ILLINOIS, } ss:
County of Cook, }

I, Calvin De Wolf, a justice of the peace in and for the town of South Chicago, in the county and State aforesaid, do hereby certify that on the first day of March, A. D. 1870, personally appeared before me Charles W. Angell, secretary of the Pullman's Palace Car Company, to me known, who, being by me duly sworn, did depose and say that he was present and did see George M. Pullman, president of the said company, sign the foregoing indenture and affix thereto the corporate seal of said company, which is the same seal now affixed thereto, and then deliver the said indenture as the act and deed of the said company, made by order and authority of the board of directors of said company, for the uses and purposes therein expressed, and that he, the said Charles W. Angell, did thereupon subscribe his name as secretary of said company to the said indenture in attestation of the due execution and delivery thereof, and that his name now subscribed thereto as such secretary as aforesaid is in his own proper handwriting.

CHAS. W. ANGELL, *Secretary.*

Sworn and subscribed before me.
Witness my hand and seal the day and year aforesaid.

CALVIN DE WOLF, [L. S.]
Justice of the Peace.

86 STATE OF ILLINOIS, } ss:
County of Cook, City of Chicago, }

Be it remembered that on this first day of March, A. D. 1870, before me, the subscriber, a commissioner of deeds for the State of Pennsylvania, resident in the said city of Chicago, personally appeared Charles W. Angell, secretary of the Pullman's Palace Car Company, who is personally known to me to be the person whose name is subscribed to the foregoing indenture as such secretary, as having attested the same, who, being by me duly sworn, did depose and say

that he was present and did see George M. Pullman, president of the said company, sign the foregoing indenture and affix thereto the corporate seal of said company, which is the same seal now affixed thereto, and then deliver the said indenture as the act and deed of the said company for the uses and purposes therein expressed, and that he, the said Charles W. Angell, did thereupon subscribe his name as secretary of the said company to the said indenture in attestation of the due execution and delivery thereof, and that his name now subscribed thereto as such secretary as aforesaid is in his own proper handwriting.

CHAS. W. ANGELL, *Secretary.*

Sworn and subscribed before me.
Witness my hand and official seal the day and year aforesaid.

PHILIP A. HAYNE, [L. S.]
Commissioner for Pennsylvania in Chicago, Illinois.

Pennsylvania railroad. No. 1.

87 T. T. Woodruff, G. R. Dykeman, both of Alton, Illinois; John S. Miller, of Litchfield, Illinois, and O. W. Childs, of Syracuse, New York, trading under the firm of T. T. Woodruff & Co., owners of Woodruff's patent for seats and couches for railroad cars, for themselves, their associates and assigns, by their duly authorized agent, T. T. Woodruff, do hereby propose to the Pennsylvania Railroad Company to put and run upon their road between Philadelphia and Pittsburgh, or such other points as said Pennsylvania Railroad Company may desire, sleeping cars with said patent seats and couches upon the following terms and conditions, to wit:

First. No charge to be made to the Pennsylvania Railroad Company for the use of cars, but said company to keep them in proper running order and good condition, including renewal of wheels and axles, and to repair all damages they may sustain (ordinary wear and tear excepted), except that Woodruff & Co. shall keep the upholstery and inside of the cars in first-class condition and repair at their own expense; the Pennsylvania Railroad Company to furnish fuel and lights; cars to be subject to the approval of the general car inspector of the Pennsylvania Railroad Company as to safety and equipments.

Second. Woodruff & Co. to be entitled to charge and receive from such passengers as shall choose to occupy the couches a reasonable compensation for the same, not exceeding fifty cents (50 cts.) for each person or couch occupied, which charge shall entitle the party to the seat during the trip; further, the charge shall not be greater than the usual price charged upon other roads for similar accommodations, and especially not greater than on competing lines.

88 Third. The Pennsylvania Railroad Company to have the right to seat any of the regular first-class passengers in any of the seats of the sleeping cars not required to be used as couches; but it is only intended by this provision to secure the carrying in the sleeping cars an equal number of passengers to the average number carried

in the other first-class passenger cars of the train. Regulations shall hereafter be agreed upon as will give such discretion in the admission of passengers to the sleeping cars as will favor the renting of the couches, and such regulations as may be necessary to preserve the reputation of sleeping cars by excluding improper persons from using them.

Fourth. The Pennsylvania Railroad Company to carry free two attendants or persons in charge of each sleeping car on the part of Woodruff & Co. for the purpose of renting the couches and keeping the car in order, and also to carry free the person having the general oversight of said business when necessarily passing over said road on business relating to the running of sleeping cars thereon, all of which shall be considered as employees of the Pennsylvania Railroad Company while traveling on the road, and the said company shall not be held responsible for personal injuries that may occur.

Fifth. Messrs. Woodruff & Co. shall put on the road not less than one car for each night train by the first day of January next and as much earlier as practicable; they shall put on additional cars as the business of the road shall, in the opinion of the general superintendent, require.

Sixth. Woodruff & Co. shall employ on said sleeping cars no person but such as shall conduct themselves with decorum and
89 propriety, and none but such as shall be approved by the general superintendent of the company, and will be subject to removal at his option.

Seventh. All the improvements which the patentee of said seats and couches has made or shall hereafter make, and all useful inventions and improvements which shall be made in sleeping cars, shall be promptly introduced by Woodruff & Co. upon the sleeping cars of this road, so far as the same shall conduce to the safety or comfort of passengers or tend to increase the passenger traffic of the road, and their compliance with this provision shall give them the exclusive right of running sleeping cars on said road during the continuance of said patent, unless this contract should be terminated by notice herein provided; but if the Pennsylvania Railroad Company shall at any time deem it their interest, from the want of sufficient patronage or from any other cause, to discontinue the running of sleeping cars they may, by giving three months' previous notice, require such discontinuance; but such notice shall not be given until one year after the cars shall commence running. Woodruff & Co. may, on a like notice, cease running said cars.

Eighth. The regulations as to the persons to be admitted into the sleeping cars, and as to the occupation of seats when not required for sleeping, and all other proper rules and regulations for the government of said sleeping cars, shall be subject to the approval of the general superintendent of the said road, and it is expressly understood that all rules and regulations of said Pennsylvania Railroad Company shall be strictly observed and complied with on the part of said Woodruff & Co. and all persons in their service.

In witness whereof we, the undersigned, have hereunto
90 affixed our signatures, for and on behalf of our respective com-

panies, this fifteenth day of September, A. D. 1858, subject to the approval of the president of the Pennsylvania Railroad Company, and this contract shall not be binding until approved by his signature.

(Signed) THOMAS A. SCOTT,
Gen'l Sup't Penna. R. R. Co.

(Signed) T. T. WOODRUFF & CO.,
By T. T. WOODRUFF.

Approved:
(Signed) J. EDGAR THOMPSON,
President Pennsylvania R. R. Co.

Northern Central Railway Co. No. 2.

Memorandum of an agreement made this thirtieth day of June, A. D. 1862, by and between T. T. Woodruff & Co., of Philadelphia, State of Pennsylvania, by their duly authorized attorney, T. T. Woodruff, and the Northern Central Railway Company, by A. B. Warford, president, and J. N. Du Barry, superintendent, of the said railway company, witnesseth:

That the said T. T. Woodruff & Co., for themselves, their heirs, executors, administrators, and assigns, for and in consideration of the benefit hereinafter reserved, do hereby agree to furnish to the said railway company two sleeping cars known as Woodruff's patent convertible seat and couch cars, said cars to be constructed of the best material and in the most thorough and workmanlike manner,
and equipped with all the latest improvements, and in every
91 respect ready for use; the said cars to be delivered to the said
railway company on or before the first day of October next. The said railway company agree to run the aforesaid sleeping cars in the night trains and in such manner as will best accommodate the passengers desiring couches in sleeping cars, and to furnish fuel for the stoves and oil for the lights for said cars, and to keep the said cars in running order and repair, including renewals of worn-out parts; all of which are to be at the expense of said railway company, except such as are hereinafter provided for. The said T. T. Woodruff & Co. are to keep the seats and couches and the upholstery and bedding clean and in perfect order and repair at their own expense, so far as usual wear and tear are concerned, and not otherwise. The said railway company are to take all risks of casualties incident to passengers and cars. The said T. T. Woodruff & Co. are to furnish at their own expense two employees upon each of the said cars, one to act as porter and the other to preserve order and collect couch fares, as is hereinafter provided for, both of whom shall be entitled to ride free when on duty; such employees to be treated as the employees of the said railway company and to be subject to the rules and regulations thereof; no charge to be made against the said railway company for the use of said cars, but the said cars are to be treated in all respects as the cars of the said railway company during the continuance of this contract; but nothing in this agreement shall be construed as affecting the title of the said T. T. Woodruff & Co. to the said cars after the expiration of this contract.

The said T. T. Woodruff & Co. are to have the entire control of

the admission of passengers into the said sleeping cars, except
92 at such times when the admission of passengers may become necessary from an accident to one or more cars of the same train or when such admission will not interfere or molest such passengers as may desire couches. The said T. T. Woodruff & Co. are to be entitled to collect fifty cents from each and every passenger who may, from choice, occupy a seat in said sleeping cars, or fifty cents for each couch occupied, which sum shall entitle such passenger to occupy such seat during such trips. Such rules and regulations shall be agreed upon as will favor the renting of the couches of the said cars.

The said T. T. Woodruff & Co. are to furnish additional cars upon the same terms as herein provided for for the first two cars whenever it shall be found that the said two cars are not sufficient to well and fully accommodate the passengers requiring couches in sleeping cars; they are also to promptly introduce any improvement which may be made in sleeping cars, so far as such improvement shall conduce to the safety and comfort of passengers or tend to increase the travel of the said road.

The compliance with the provisions of this contract on the part of said T. T. Woodruff & Co. shall give them an exclusive right to furnish sleeping cars to the said railway company during the continuance of said Woodruff's patent.

It is further agreed that this contract or agreement may be terminated and made void for want of sufficient patronage or the non-compliance by either party with the provisions of this contract by six months' written notice being given to the opposite party by the party desiring to annul the agreement; but nothing in this contract shall be so construed as to give the said railway company the right to terminate and make void this contract for the substitution of other sleeping cars under any contract other than
93 those constructed under the patent granted to T. T. Woodruff at any time during the continuance of the said Woodruff's patent without prejudice to the right of the said T. T. Woodruff & Co. to recover such damages as they may sustain or may have sustained.

The person having the general oversight of the said sleeping cars shall be entitled to ride free when on business appertaining to the said sleeping cars.

It is expressly understood and agreed that no charge is to be made against the said railway company by the said T. T. Woodruff & Co. for the past use of sleeping cars, nor is any charge to be made against the said T. T. Woodruff & Co. by the said railway company for tolls or any other expenses by reason of sleeping cars under the patents of T. T. Woodruff having been run on their railway previous to the date of this agreement.

It is further agreed that no charge shall be made by either party to this agreement against the other from the date of this agreement until the two cars are placed upon the railway, as is hereinbefore provided for.

In testimony whereof we have hereunto set our hands and seals the day and year above written.

(Signed) J. D. CAMERON, [L. S.]
Vice-Pres't N. C. R. W. Co.

(Signed) J. N. DU BARRY, [L. S.]
Superintendent.

(Signed) T. T. WOODRUFF & CO., [L. S.]
By T. T. WOODRUFF, *Att'y.*

Witnesses present at signing.
The words seats and couches.
(Signed) EDMUND L. DU BARRY.

Balto. & Ohio Railroad Co. No. 3.

94 This contract between Edward C. Knight, William C. Stevenson, and William A. Brown, of Philadelphia, trading under the firm of E. C. Knight and owners of Knight's patent for couches for railroad cars, for themselves, their associates and assigns, by their duly authorized agent, William C. Stevenson, do hereby propose to the Baltimore and Ohio Railroad Company to put and run on their road between Washington city, D. C., Baltimore, and Wheeling, and such other points on their road as the said railroad company may desire, sleeping cars upon the following terms and conditions, viz:

First. No charge to be made to the Baltimore and Ohio Railroad Company for the use of the cars, but said company to keep them in proper running order and condition, including renewal of wheels and axles, and to repair all damages they may receive (ordinary wear and tear excepted), except that the said E. C. Knight shall keep the upholstery and inside of the cars in first-class condition and repair at his own expense; the Baltimore and Ohio Railroad Company to furnish lights and fuel and give notice of the running of the cars in all their regular advertisements; said cars to be subject to the approval of the master of machinery of the said railroad company as to safety and equipments.

Second. The said E. C. Knight shall be entitled to charge and receive from such passengers as shall choose to occupy the couches a reasonable compensation for the same, not exceeding fifty (50) cents for a single couch and one (1) dollar for a double couch, which charge shall entitle the party to the seat during the trip, and which amount he shall collect through his agents; the said railroad company in nowise to be responsible for the same. The above
95 rates of charges shall only be increased or dimished in keeping with the charges on competing roads furnishing equal accommodations and comfort.

Third. The said railroad company shall carry free two attendants in charge of each sleeping car, on the part of E. C. Knight, for the purpose of renting the couches and keeping the cars in order, who shall strictly conform to all the rules of said railroad company and conduct themselves with propriety and decorum, in default of which they shall be subject to removal by the master of transportation. They shall also carry free of charge the persons having the over-

sight of said business or necessarily passing over said road on business relating to the running of sleeping cars thereon, all of whom shall be considered as employees of the said Baltimore and Ohio Railroad Company while traveling on said road, and said company shall not be held responsible for personal injuries they may receive. The said agents shall not travel free except they be furnished with a pass by said railroad company.

Fourth. The said E. C. Knight shall put on the road not less than one car for each night train within one month after said railroad company shall commence running their through trains from Washington city to Wheeling. He shall put on additional cars as the business of the road shall in the opinion of the master of transportation require. He shall be allowed to use such discretion in the admission of passengers to the sleeping cars as will favor the renting of the couches, and put in force such regulations as may be necessary to preserve the reputation of sleeping cars by excluding improper persons from using them; all of which shall only be made with the approval of the master of transportation of said railroad company.

96 Fifth. All the improvements which the patentee of said seats and couches has made or shall hereafter make in the same, so far as they shall conduce to the comfort and safety of the passengers or tend to increase the passenger traffic of the road, shall be promptly introduced by the said E. C. Knight in the sleeping cars on this road, and his compliance with this provision shall give him the exclusive right of running sleeping cars on the said Baltimore and Ohio railroad during the continuance of said patent. All the improvements which the said E. C. Knight shall introduce in his cars on any other road shall be promptly introduced on this road if required.

Sixth. The said E. C. Knight, in consideration of the foregoing, hereby guarantees to defend the said Baltimore and Ohio Railroad Company against all suits for infringements or alleged infringements by reason of the running of the said sleeping cars, and to pay all damages arising therefrom during the continuance of said patent or contract.

In witness whereof we, the undersigned, have hereunto affixed our signatures, E. C. Knight for himself and the Baltimore and Ohio Railroad Company by their president, this twenty-second day of December, A. D. 1862.

(Signed) E. C. KNIGHT.

Witnesses to signature of E. C. Knight:
(Signed) CHAS. H. HARDING.
" LAMBERT R. WALKER.

(Signed) J. W. GARRETT, *President.*

Witnesses to signature of J. W. Garrett, pres't:
(Signed) L. M. COLE, *G. T. A.*

It is further agreed that the said railroad company shall have

the privilege of using any unoccupied seats in the sleeping
97 cars with first-class passengers when there shall not be sufficient room in the other first-class cars on the train, and that should the cars about to be introduced prove too heavy for the grades then the said E. C. Knight will at once commence the building of other sleeping cars better suited to the use of said road, the patented couches in which shall not increase the weight of said cars more than ten hundred pounds over that of an ordinary first-class passenger car of same capacity and dimensions, and should it become necessary to change the trucks now under the cars for those of the Baltimore and Ohio railroad the said E. C. Knight agrees to pay a liberal compensation for the same.

In witness whereof we, the undersigned, have hereunto affixed our signatures—E. C. Knight for himself, the Baltimore and Ohio Railroad Company by their president—this fifth day of January, A. D. 1863.

(Signed) E. C. KNIGHT.
J. W. GARRETT, *President.*

Witness to signatures of E. C. Knight and J. W. Garrett, pres't:
(Signed) L. M. COLE, *G. T. A.*

For a valuable consideration to us paid by the Central Transportation Company (a company incorporated under the act of Assembly of Pennsylvania of April 7th, 1849, and having its principal office at Philadelphia), the receipt whereof is hereby acknowledged, we, Edward C. Knight, William C. Stevenson, and William A. Brown, parties named in the foregoing contract, do hereby assign, sell, and transfer unto the said The Central Transportation Company the foregoing and all our rights and privileges thereunder and all benefits to be derived therefrom, with all our right, title, and interest
98 therein, together also with four sleeping railroad cars, with their furniture and fixtures, furnished to the above-named The Baltimore and Ohio Railroad Company under said contract, now on said road and belonging to us, and together with all earnings under said contract since June 1st, 1863.

Witness our hands and seals this first day of July, A. D. 1863.

(Signed) E. C. KNIGHT. [L. S.]
(Signed) WM. C. STEVENSON. [L. S.]
(Signed) WM. A. BROWN. [L. S.]

Sealed and delivered in presence of us—
(Signed) C. M. HUSBANDS.
J. KNIGHT.

99 *Memorandum of Agreement.*

New York and Washington Through Line. No. 4.

It is hereby agreed between the parties hereto that the Central Transportation Company " shall have the right to furnish and run all the sleeping cars between the cities of New York, Philadelphia, Baltimore, and Washington on the entire line or any part thereof, for and during

the term of ten years from the date hereof, on the following terms and conditions," to wit:

First. The Central Transportation Company to furnish first-class sleeping cars sufficient to accommodate the wants of the traveling public, with all the modern conveniences, at their own cost and expense, and maintain all the upholstery, bedding, and fixtures pertaining thereto for the sleeping accommodation of the traveling public.

Second. The Central Transportation Company shall furnish a competent conductor and porter for each sleeping car that may be placed on the route, on [or] any part of it, and who shall, while on duty, be carried free on the roads.

Third. In consideration of all the foregoing the other parties hereto agree that they will receive upon the lines and move promptly and regularly upon all of their night trains the cars so furnished, and to the extent and number that may be necessary to meet the wants of the public, and to provide all repair and renewals (except those pertaining to the upholstery and berths) that may be necessary to keep them in first-class condition; they (the railway companies) to take all risks of casualties, and furnish for said cars fuel and other supplies as they would do were other cars in lieu thereof owned and run by them respectively for the accommodation of first-class passenger traffic, it being fully understood that the several railway companies shall not be responsible to the Central Transportation Company for any compensation for injury to their employees, or to said employees for any injury to them in any form, or for the use of said cars, or for the capital invested therein, or in any other way except for the repairs, renewals, and supplies as hereinbefore provided for.

Fourth. In consideration of all the foregoing it is mutually agreed between the parties that the prices to be charged for the use of berths between the several points shall be fixed by the railway companies, not lower than the sum of one dollar ($1.00) for each single berth, and out of the sum so fixed the railway companies shall pay over to the Central Transportation Company fifty cents (50 cts.) for the use of each single berth sold or occupied, which shall be deemed and considered a full compensation to them, the said Central Transportation Company, for furnishing cars, bedding, and other sleeping equipments, and all other expenses of operating said cars (including patent fees), as provided in this contract. The balance of all receipts derived as above from the sale of the use or occupation of berths shall be retained by the said railway companies.

Fifth. If hereafter, in the estimation of the parties hereto, the price of one dollar ($1.00) between New York and Philadelphia or between Philadelphia and Baltimore is too high for a revenue basis or the price between New York and Washington is too low, then and in such case the price may be reduced or raised and the same shall be equally divided between the railway companies and the said Central Transportation Company, settlement to be made at Philadelphia on or before the fifth of each month for the pre-

101 ceding month, at the office of the Philadelphia, Wilmington and Baltimore Railroad Company.

Sixth. The Knight's sleeping car, now owned by the Philadelphia, Wilmington and Baltimore Railroad Company, shall be paid for by the Central Transportation Company to Philadelphia, Wilmington and Baltimore Railroad Company at a fair valuation, with the unexpired patent fee on the same.

Seventh. This contract shall commence whenever the Central Transportation Company shall put on two of their first-class new sleeping cars, in addition to the two "Knight's sleeping cars" now on the line between Philadelphia and Washington, before referred to. Hospital cars for sick and wounded soldiers may be used by the railroad companies as now, without charge to soldiers. It is further understood and agreed between the parties to this agreement that the railroad companies reserve the right to use as many reclining seats in cars as they think proper, either through or local; that the railroad companies have the power to say how many sleeping cars on a train shall be run and on what trains they shall be placed.

Double berths to command double price; sleeping cars to be subject to inspection of masters of machinery of the different roads.

Employees of Central Transportation Company to conform to rules and regulations of the different roads and to be under the direction and control of the officers of the "through line;" Central Transportation Company to exclude all improper persons from the sleeping cars; Central Transportation Company to defend the different roads who are parties to this agreement against suits for infringement of patent and to hold them harmless from the

102 same, either in the past or future; Central Transportation Company to allow first-class passengers to ride in cars during day-time when required by the different companies.

Each company to be uncontrolled in its local business or rates by the other companies.

Disagreements (in everything but prices of berths) to be submitted to two disinterested and experienced railroad men, one chosen by each party, and they to choose a third whose decision in matters referred to them shall be final.

Philadelphia, April 12th, 1864.

For THE CENTRAL TRANSPORTATION COMPANY,

(Signed) O. W. CHILDS, *President.* [L. S.]

Witness:

(Signed) THOS. K. WALKER.

For THE BALTIMORE & OHIO RAILROAD CO.,

(Signed) J. W. GARRETT, *President.* [L. S.]

Witness:

(Signed) AND'W ANDERSON.

THE PHILADA., WILMINGTON & BALTIMORE RAILROAD COMPANY,

(Signed) By S. M. FELTON, *President.* [L. S.]

Witness:

(Signed) GEO. E. BENT, *S. M. F.*

Pgh., Ft. W. & Chicago railway. No. 5.

103 Articles of agreement made and entered into this first day of May, 1862, by and between the Pittsburgh, Fort Wayne and Chicago Railway Company, of the one part, and T. T. Woodruff, G. R. Dykeman, and O. W. Childs, partners doing business under the name and style of T. T. Woodruff & Co., of the other part.

It is hereby agreed by and between the parties that the said T. T. Woodruff & Co. shall put and run upon the road of the said railway company sleeping cars with Woodruff's patent seats and couches upon the following terms and conditions:

First. No charge shall be made to nor compensation paid by said railway company for the use of the cars over the entire road between Pittsburgh and Chicago.

Second. The said railway company shall keep the cars in proper running order and condition, furnish the necessary fuel to be used in the same, provide oil for the lights, and repair all damages done to said cars, except such as may result from their defective construction and the use of improper materials.

Third. T. T. Woodruff & Co. agree to keep the inside of said cars and the upholstery thereof in order and good repair.

Fourth. T. T. Woodruff & Co. shall be entitled to receive from such passengers as may choose to occupy the couches the same compensation as is and may be paid on other through railroads between the East and West and on lines in any way competing with the said Pittsburgh, Fort Wayne and Chicago Railway Company, the said compensation, however, not to exceed the sum of fifty cents for a night's lodging or for a single trip.

Fifth. The conductor of the railway company party hereto,
104 at his own discretion, shall have the right to seat any of the regular passengers in any of the seats of the sleeping cars not required to be used as couches.

Sixth. Regulations shall hereafter be adopted by the parties hereto as shall give such discretion in the admission of passengers to the sleeping cars as will favor the renting of the couches, and such regulations as may be required to preserve good order therein.

Seventh. The said railway company shall carry free of charge two persons in each sleeping car on the part of Woodruff & Co. for the purpose of renting the couches and collecting the fare for the use thereof, who are also to be taken and considered as the employees of said railway company, who shall sign a contract to that effect before commencing to run upon said cars, and be subjected at all times to the orders of the conductor of the train and the general rules and regulations of the company, and one of whom shall act as brakeman on the train. The said railway company shall also carry over their road free of charge the persons selected by Woodruff & Co. to have the general supervision of all the business relating to said sleeping cars.

Eighth. Messrs. Woodruff & Co. agree to place upon the road of said company as many sleeping cars as the business of the company may demand and the company require.

Ninth. Messrs. Woodruff & Co. agree to employ on said sleeping cars sober and trustworthy persons and none except such as said railway company may approve, the said railway company hereby reserving the right at all times to exclude any person so employed from the cars for any misbehavior or neglect of duty.

Tenth. All improvements which the patentee of said seats
105 and couches has made or shall hereafter make and all useful inventions and improvements which shall be made in sleeping cars shall be introduced by Woodruff & Co. upon the sleeping cars on said railway whenever desired by the president of said company, so far as the same shall conduce to the safety and comfort of the passengers or tend to increase the travel upon said road; and their compliance with this provision of the contract shall give them the exclusive right to run sleeping cars on said road during the existence of said Woodruff's patent: Provided, however, That said company shall have the right to place upon their own cars such improved seats, not to be used as couches, as they may think proper; but if the said railway company shall at any time consider it their interest, from the want of sufficient patronage or from any other cause, to discontinue the running of said sleeping cars they may, in three months' notice to Woodruff & Co., require them to remove the same from the road, and this contract shall be null and void; and said notice shall not be given in less than one year after the cars shall commence running; and said Woodruff & Co. may also, upon a like notice of three months after the one year as aforesaid, cease to run the same and determine this contract.

Eleventh. The regulations as to the persons to be admitted into the sleeping cars and as to the occupation of seats when not required for sleeping, and all other proper rules and regulations for the government of said cars not hereinbefore provided for, shall be as indicated by the general superintendent of said road; and it is expressly agreed that all such rules and regulations shall be strictly obeyed by all persons employed in and about said sleeping cars.

Twelfth. It is further agreed that the running gear of said
106 sleeping cars shall be made to conform in every particular to that in use and deemed proper on the road of said company, and before put into service shall be subject to the approval of the general superintendent; that the axles of said cars shall be of the best Ames manufacture and made of Salisbury iron.

Thirteenth. And it is also further agreed that said Woodruff & Co. may sell, assign, and set over to any party or parties all or any portion of their interest in this contract, with this provision, however, that the assent of said railway company shall be first had and obtained for the same in writing.

Fourteenth. The agents of said railway company, when traveling on the business of said company, shall not be charged for accommodations in said sleeping cars.

In witness whereof the said Pittsburgh, Fort Wayne and Chicago Railway Company, by their general superintendent, have hereunto affixed their corporate seal, and the said parties composing the firm

of T. T. Woodruff & Co. have also hereunto set their hands and seals, this ninth day of September, 1862.

THE PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY COMPANY,

(Signed) By JOHN B. JERVIS, *Gen'l Sup't.* [L. S.]

(Signed) T. T. WOODRUFF & CO.,

By T. T. WOODRUFF, *Attorney.* [L. S.]

S. COWLEY.

The assent of the Pittsburgh, Fort Wayne and Chicago
107 Railway Company, party of the first part to the foregoing agreement, is hereby given to the transfer of this contract by the party of the second part to the Central Transportation Company, by authority of the board of directors, as per resolution of the board of directors of 15th December, 1862.

(Signed) G. W. CASS, *President.*

Attest: W. H. BARNES, *Secretary.*

December 31st, 1862.

Cincinnati, Hamilton & Dayton and Dayton & Mich. No. 6.

Articles of an agreement made this 26th day of September, A. D. 1864, by and between the Central Transportation Company (an incorporation under the general act of the State of Pennsylvania), party of the first part, and the Cincinnati, Hamilton & Dayton and Dayton & Michigan Railroad Companies, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company agree to furnish to the aforesaid railroad companies two sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and other consolidated patents for convertible seats and couches in sleeping cars; the said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part,
108 and be fully equipped with all their latest improvements and delivered to said party of the second part in all respects ready for use on or before the 1st day of October next.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise, and to supply new bedding and upholstery, when required, of the best quality used in sleeping cars, and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars, one to act as porter, the other to preserve order and collect couch fares, as is hereinafter provided, both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be

subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars, and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

109 Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars, the presidents, vice-presidents, and superintendents of both parties to occupy couches free of charge.

Article 6th. The said party of the first part shall furnish upon the same terms and conditions additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of said party of the first part with the provisions of this article shall give them exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part, not exceeding 20 years.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

110 Article 8th. The said party of the second part shall have the right to run sleeping cars on its road at its own cost in case the party of the first part give notice of their wish to discontinue running the same for want of patronage.

Article 9th. This agreement is not to be understood as preventing the party of the second part from hauling sleeping cars of the Eaton and Hamilton and Cincinnati and Chicago Air Line cars, as well as those of the Atlantic and Great Western Co.

In witness whereof the aforesaid parties of the first and second parts

have hereunto set their hands and seals the day and year first above written.

THE CIN., HAM. & DAY. RAILROAD CO.,

[L. S.] (Signed) By S. S. L' HOMMEDIEU, *President.*

THE DAYTON & MICHIGAN RAILROAD CO.,

[L. S.] (Signed) By S. S. L' HOMMEDIEU, *President.*

THE CENTRAL TRANSPORTATION COMPANY,

[L. S.] (Signed) By O. W. CHILDS, *President.*

Bellefontaine & Indiana and Indianapolis, Pittsburgh & Cleveland R. R. Company. No. 7.

111 Memorandum of an agreement made this twenty-eight day of May, 1862, by and between T. T. Woodruff & Co., of the city of Philadelphia, State of Pennsylvania, by their duly authorized attorney, T. T. Woodruff, and the Bellefontaine and Indiana and Indianapolis, Pittsburgh and Cleveland Railroad Companies, by their duly authorized agent, John Brough, president Bellefontaine and Indianapolis and general superintendent Indianapolis, Pittsburgh and Cleveland, of the said railroad companies, witnesseth:

First. That the said T. T. Woodruff & Co., for themselves, their heirs, executors, administrators, and assigns, for and in consideration of the covenants hereinafter mentioned, do hereby agree to furnish to the said railroad company two sleeping cars, known as T. T. Woodruff's patent convertible seat and couch cars; said cars to be constructed of the best materials and in the most thorough and workmanlike manner, and equipped with all the latest improvements and in every respect ready for use.; the said cars to be delivered to the said railroad company within four months from this date.

Second. The said T. T. Woodruff & Co. are to keep the upholstery and bedding clean and in perfect order and repair at their own expense, so far as usual wear and tear are concerned, and not otherwise. The said railroad company is to take all risks of casualties, both as to passengers and cars.

Third. The said T. T. Woodruff & Co. are, at their own expense, to furnish two employees upon each of the said cars, one to serve as a porter and the other to preserve order and collect couch fares, as is

112 hereinafter provided, both of whom shall be entitled to ride free when on duty, the said employees to be treated as the employees of the said railroad company and to be subject to the rules and regulations thereof.

Fourth. The said railroad company, in consideration of the use of the said sleeping cars, are to run the same on their railroad from Crestline, Ohio, to Indianapolis, Indiana, or such other points on said railroad between those places on the night trains and in such manner as will best accommodate passengers upon said railroad requiring sleeping cars; and the said railroad company, at their own expense, are to furnish fuel for the stoves, oil for the lights, and to

keep the said cars in running order and repair, including renewals of worn-out parts, except such as are provided for in article second of this agreement. The cars are to be treated in all respects, so long as this agreement shall continue, as the cars of the said company; but nothing contained in this agreement shall be construed as affecting the title of the said T. T. Woodruff & Co. to the said cars after the termination of this contract.

Fifth. The said T. T. Woodruff & Co. are to have the entire control of admission of passengers into said sleeping cars, and to be entitled to collect fifty cents for each and every couch occupied. Such rules and regulations shall be agreed upon as will favor the renting of the couches in said cars.

Sixth. The said T. T. Woodruff & Co. are to furnish, upon the same terms, additional cars whenever the said two cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of the said T. T. Woodruff & Co. with the provisions of this agreement shall give them an exclusive right to the use of sleeping cars upon the said railroad during the continuance of said Woodruff's patents, unless terminated as hereinafter provided for.

Seventh. It is expressly understood and agreed by the
113 parties to this agreement that this contract may be terminated for want of sufficient patronage for the use of sleeping cars or for any other cause, at the option of either party to this contract, upon six months' written notice being served upon the other party to that effect; but nothing in this contract shall be so construed as to give to the said railroad company the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of said Woodruff's patent without prejudice to the right of the said T. T. Woodruff & Co. to recover such damages as they may sustain or may have sustained.

In witness whereof we have hereunto set our hands and seals, by our duly authorized agents or attorneys (in duplicate), the day and year above written, at Philadelphia.

(Signed) T. T. WOODRUFF & CO.,
By T. T. WOODRUFF, *Attorney.* [L. S.]
(Signed) THE B'NE & INDIANA R. R. CO.,
By JOHN BROUGH, *President.* [L. S.]
(Signed) THE IND., PITTS. & CL'D R. R. CO.,
By JOHN BROUGH, *Superintendent.* [L. S.]

Witnesses present at signing:
(Signed) PAUL A. DAVIS.

114 No. 8.

Articles of an agreement made this tenth day of September, A. D. 1864, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Marietta and Cincinnati Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees

to furnish to the aforesaid Marietta and Cincinnati Railroad Company two (2) sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars, said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part in all respects ready for use on or before the first day of February, 1865.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise, and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars, one to act
115 as porter, and the other to preserve order and collect couch fares, as is hereinafter provided, both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement, the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars and shall be entitled to collect fifty cents for each and every couch occupied or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the
116 exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

It is understood and agreed by the signers of this contract that it is to be void unless approved by the president of the Marietta and Cincinnati Railroad Company, party of the second part.

THE CENTRAL TRANSPORTATION COMPANY,

(Signed) By ORVILLE W. CHILDS, *President.* [L. S.]

THE MARIETTA & CINCINNATI R. R. CO.,

(Signed) By JOHN DURAND, *Sup't.* [L. S.]

Sealed and delivered in presence of—
Witness to Childs & Durand:
B. F. COAN.

Approved September 16th, 1864.
(Signed) THOS. L. WILSON,
Pres't M. & C. R. R. Co.

117 No. 9.

Articles of an agreement made this 14th day of September, A. D. 1864, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and H. J. Jewett, president and receiver of the Central Ohio Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid H. J. Jewett, president and receiver of the Central Ohio Railroad Company, two sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars, said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to

the said party of the second part in all respects ready for use on or before the first day of April, 1864.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise; and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars, one to
118 act as porter, the other to preserve order and collect couch fares, as is hereinafter provided, both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate passengers desiring couches, and the compliance of said party of the first part with the provisions of this article shall give them the exclusive right
119 to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to

the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) THE CENTRAL TRANSPORTATION CO.,
O. W. CHILDS, *President.* [L. S.]

(Signed) D. W. CALDWELL,
For H. J. JEWETT, [L. S.]
President & Receiver, Subject to his Approval.

Sealed and delivered in presence of—
(Signed) JAMES CALDWELL.

Approved: H. J. JEWETT,
President and Receiver Central Ohio R. R. Co.

120 No. 10.

Articles of an agreement made this twenty-sixth day of September, A. D. 1864, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Indianapolis and Cincinnati Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid Indianapolis and Cincinnati Railroad Company two (2) sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars; said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part, in all respects ready for use, on or before the fifteenth day of November next.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise; and the said party of the second part are to take all risks of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars—one to
121 act as porter, the other to preserve order and collect couch fares, as is hereinafter provided—both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the exclu-
122 sive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) For THE CENTRAL TRANSPORTATION CO., [L. S.]
By O. W. CHILDS, *President.*

(Signed) INDIANAPOLIS & CINCINNATI R. R. CO., [L. S.]
By H. C. LORD, *President*

Sealed and delivered in presence of—

123 No. 11.

Articles of an agreement made at Cincinnati, State of Ohio, th twenty-first day of December, A. D. 1867, by and between the Ce tral Transportation Company, an incorporation under the gener act of the State of Pennsylvania, the party of the first part, and th Ohio and Mississippi Railroad Company, the party of the secon part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinaft mentioned the said Central Transportation Company hereby agre to furnish to the aforesaid Ohio and Mississippi Railroad Compan three (3) sleeping cars with seats and couches constructed on th patented plans now owned by the party of the first part and know as Woodruff, Knight, Myer, and others' consolidated patents fo convertible seats and couches in sleeping cars; said cars to be con structed of the best material and in the most substantial and work manlike manner; the bodies and trucks to be of such strength an constructed on such plan as may be required by the aforesaid part of the second part, and be fully equipped with all of their late improvements and delivered to the said party of the second part, i all respects ready for use, on or before the — day of ——.

Article 2d. The said party of the first part are to keep the upho stery and bedding clean and in good order at their own expense, s far as usual wear and tear are concerned, and not otherwise; an the said party of the second part are to take all risk of casualties both as to passengers and cars, which may occur while said cars ar running on said railway, or any damages which may occur to sai cars or passengers, when not running, arising from negligence o bad management of the party of the second part.

124 Article 3d. The said party of the first part is, at its ow expense, to furnish two employees upon each of the said car one to act as porter, the other to preserve order and collect couc fares, as is hereinafter provided, both of whom shall be entitled t ride free while on duty; the said employees to be treated as the em ployees and be subject to the rules and regulations of the aforesai party of the second part.

Article 4th. The said party of the second part, in consideratio of the use of the aforesaid sleeping cars, are to haul the same o their railroad in all the night trains and in such manner as wil best accommodate passengers on said railroad requiring the use o sleeping cars; and the said party of the second part shall, at it own expense, furnish fuel for the stoves and material for the light and keep said cars in good running order and repair, including re newals of worn-out parts, except such as are provided for in articl 2d of this agreement, the said cars to be treated, so long as thi agreement shall continue, in all respects as the cars of the party o the second part, but nothing contained in this agreement shall b so construed as affecting the title of said party of the first part t the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have th entire control of the admission of passengers into said sleeping cars

and shall be entitled to collect fifty cents for each and every couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the
124½ passengers desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance or life of patents above named.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) THE CENTRAL TRANSPORTATION CO.,
By O. W. CHILDS, *President.* [L. S.]
(Signed) OHIO & MISSISSIPPI RAILWAY CO.,
By W. D. GRISWOLD, *President.*
Attest: SAMUEL TREVOR,
Ass't Secretary.

Sealed and delivered in presence of—
(Signed) J. ERNEST GOODMAN.
Attested by—
J. F. COTTRINGER, *Secretary C. T. Co.*

125 No. 12.

Articles of an agreement made at Philadelphia, State of Pennsylvania, this tenth day of August, A. D. 1868, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Columbus, Chicago and Indiana Central Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid Columbus, Chicago and Indiana Central Railroad Company seven sleeping cars with seats and couches constructed on the patented plans now owned by the party

of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars; said cars to be constructed of the best material and in the most substantial and workmanlike manner, the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all their latest improvements and delivered to said party of the second part in all respects ready for use—two on or before the 15th day of August, three on or about the 15th September, and two on or about the 1st November, 1868.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise, and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own ex-
126 pense, to furnish two employees upon each of the said cars—one to act as porter, the other to preserve order and collect couch fares, as is hereinafter provided—both of whom shall be entitled to ride free while on duty, the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains between Columbus, Ohio, and Chicago, Ill., between Columbus, Ohio, and State line of Illinois, via Logansport, Reynolds, &c., between Columbus, Ohio, and Louisville, Ky., and on any roads the party of the second part may have control over between St. Louis and Columbus or elsewhere that may at any time hereafter require sleeping cars, excepting the rights conferred upon Frederick M. Colbern by contract with the Columbus and Indianapolis Central Railway Company, dated October 10th, 1866, and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars,
and shall be entitled to collect fifty cents for each and every
127 couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the

same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands the day and year first above written.

THE CENTRAL TRANSPORTATION CO.,
(Signed) By O. W. CHILDS, *President.* [L. S.]

Sealed and delivered in presence of—
Witness to signature of O. W. Childs, president:
(Signed) J. ERNEST GOODMAN.

COL., CHI. & IND. CEN. R'Y CO.,
(Signed) By B. E. SMITH, *President.* [L. S.]

Witness to signature of B. E. Smith:
(Signed) J. F. COTTRINGER.
D. RICKETS.

128 No. 13.

Articles of an agreement made at Philadelphia, State of Pennsylvania, this first day of September, A. D. 1868, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Terre Haute and Indianapolis Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid Terre Haute and Indianapolis Railroad Company two (2) sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars, said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength

and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part in all respects ready for use on or before the opening of the through line for passenger travel on the St. Louis, Vandalia and Terre Haute Railroad Company.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise, and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own ex-
129 pense, to furnish two employees upon each of the said cars, one to act as porter, the other to preserve order and collect couch fares, as is hereinafter provided, both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars, and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement, the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars and shall be entitled to collect fifty cents for each and every couch occupied or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers de-
siring couches, and the compliance of the said party of the
130 first part with the provisions of this article shall give them the exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part, excepting the right heretofore granted by written contract with the Indianapolis and St. Louis Sleeping-Couch Company.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the

use of sleeping cars upon six months' written notice being served upon the other party to that effect, but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained; this contract to continue in force for the term of ten years from date hereof.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) THE CENTRAL TRANSPORTATION CO.,
By O. W. CHILDS, *President.* [L. S.]

Sealed and delivered in presence of—
Witness- to signature of O. W. Childs, president:
(Signed) WM. H. BENEDICT.
J. ERNEST GOODMAN.

(Signed) THE TERRE HAUTE & IND. R. R. CO.,
By WM. R. McKEEN, *President.* [L. S.]

Witness to signature of Wm. R. McKeen, president:
(Signed) E. P. HUSTON.

131 No. 14.

Articles of an agreement made at Philadelphia, State of Pennsylvania, this first day of September, A. D. 1868, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the St. Louis, Vandalia and Terre Haute Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid St. Louis, Vandalia and Terre Haute Railroad Company two (2) sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars; said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part in all respects ready for use on or before the opening of the through line for passengers upon said road.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order, at their own expense, so far as usual wear and tear are concerned and not otherwise, and the

said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars—one to
132 act as porter, the other to preserve order and collect couch fares, as is hereinafter provided—both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part, but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied, or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the
133 exclusive right to the use of sleeping cars upon the railroad of the party of the second part, except that part of the road between Effingham and St. Louis, and for the term of ten years from date.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect, but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

The above exception west of Effingham refers only to the rights reserved to grant like privileges to other parties.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) THE CENTRAL TRANSPORTATION CO.,
By O. W. CHILDS, *President.* [L. S.]
(Signed) THE TERRE HAUTE & IND. R. R. CO.,
Lessee of the St. Louis, Vandalia and Terre Haute R. R. Co.,
By WM. R. McKEEN, *President.* [L. S.]

Sealed and delivered in presence of—
Witnesses to signature of O. W. Childs, president:
(Signed) WM. H. BENEDICT.
J. ERNEST GOODMAN.
Witness to signature of W. R. McKeen, president:
(Signed) E. P. HUSTON.

134 No. 15.

Articles of an agreement made at Philadelphia, State of Pennsylvania, this sixth day of October, A. D. 1868, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Jeffersonville, Madison and Indianapolis Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid Jeffersonville, Madison and Indianapolis Railroad Company four sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars, said cars to be constructed of the best material and in the most substantial and workmanlike manner, the bodies and trucks to be of such strength and constructed on such plans as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part, in all respects ready for use, on or before the 1st day of February, 1869.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise, and the said party of the second part are to take all risks of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars, one to
135 act as porter, the other to preserve order and collect couch fares, as is hereinafter provided, both of whom shall be entitled to ride free while on duty, the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their

railroad running between Jeffersonville, Ind., and Cambridge City, via Columbus, Ind., in all the night trains, and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars, and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement, the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so construed as affecting the title of the said party of the first part to the said cars after the termination of this contract.

Article 5th. The aforesaid party of the first part is to have the entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish, upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers
136 desiring couches, and the compliance of the said party of the first part with the provisions of this article shall give them the exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained.

The object and intent of this contract is for the purpose of forming a through line, "Louisville to New York," without change of cars.

In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) THE CENTRAL TRANSPORTATION CO.,
By O. W. CHILDS, *President.* [L. S.]
(Signed) JEFF., MAD. & IND. R. R. CO.,
By D. RICKETS, *President.* [L. S.]

Sealed and delivered in presence of—
(Signed) B. E. SMITH.
J. F. COTTRINGER.

137 No. 16.

Articles of an agreement made at Louisville, Kentucky, this seventeenth day of August, A. D. 1869, by and between the Central Transportation Company, an incorporation under the general act of the State of Pennsylvania, the party of the first part, and the Louisville, Cincinnati and Lexington Railroad Company, the party of the second part, witnesseth as follows:

Article 1st. For and in consideration of the covenants hereinafter mentioned the said Central Transportation Company hereby agrees to furnish to the aforesaid Louisville, Cincinnati and Lexington Railroad Company two (2) sleeping cars with seats and couches constructed on the patented plans now owned by the party of the first part and known as Woodruff, Knight, Myer, and others' consolidated patents for convertible seats and couches in sleeping cars; said cars to be constructed of the best material and in the most substantial and workmanlike manner; the bodies and trucks to be of such strength and constructed on such plan as may be required by the aforesaid party of the second part, and be fully equipped with all of their latest improvements and delivered to said party of the second part, in all respects ready for use, on or before the 10th day of September, 1869.

Article 2d. The said party of the first part are to keep the upholstery and bedding clean and in good order at their own expense, so far as usual wear and tear are concerned, and not otherwise; and the said party of the second part are to take all risk of casualties, both as to passengers and cars.

Article 3d. The said party of the first part is, at its own expense, to furnish two employees upon each of the said cars—one to
138 act as porter, the other to preserve order and collect couch fares, as is hereinafter provided—both of whom shall be entitled to ride free while on duty; the said employees to be treated as the employees and be subject to the rules and regulations of the aforesaid party of the second part.

Article 4th. The said party of the second part, in consideration of the use of the aforesaid sleeping cars, are to haul the same on their railroad in all the night trains and in such manner as will best accommodate passengers on said railroad requiring the use of sleeping cars; and the said party of the second part shall, at its own expense, furnish fuel for the stoves and material for the lights and keep said cars in good running order and repair, including renewals of worn-out parts, except such as are provided for in article 2d of this agreement; the said cars to be treated, so long as this agreement shall continue, in all respects as the cars of the party of the second part; but nothing contained in this agreement shall be so constructed as affecting the title of the said party of the first part to the said cars after the termination of this contract; the said party of the second part to furnish at a terminal station suitable facilities for airing and cleaning the bedding and upholstery of the said cars provided for in articles 1 and 6 of this agreement.

Article 5th. The aforesaid party of the first part is to have the

entire control of the admission of passengers into said sleeping cars, and shall be entitled to collect fifty cents for each and every couch occupied or such other sums for the use of couches as may be usual on other lines furnishing like accommodations. Such rules and regulations shall be agreed upon as will most favor the renting of couches in said cars.

Article 6th. The said party of the first part shall furnish,
139 upon the same terms and conditions, additional cars whenever the aforesaid cars are not sufficient to fully accommodate the passengers desiring couches; and the compliance of the said party of the first part with the provisions of this article shall give them the exclusive right to the use of sleeping cars upon the railroad of the party of the second part during the continuance of the incorporation of the party of the first part; also of reclining sleeping chair cars on night trains.

Article 7th. It is expressly understood and agreed by the parties to this agreement that this contract may, at the option of either party, be terminated for want of sufficient patronage for the use of sleeping cars upon six months' written notice being served upon the other party to that effect; but nothing in these articles of agreement shall be so construed as to give to the said party of the second part the right to terminate and make void this contract for the substitution of other sleeping cars at any time during the continuance of the incorporation of the party of the first part without prejudice to the rights of the aforesaid party of the first part to recover such damages as it may thereby sustain or may have sustained: Provided, however, That inasmuch as this agreement is made in the expectation that said railroad company will, within two years from this date, change the gauge of their road so as to make it conform to that of other northern roads operated by said sleeping car company, now, if within said period it shall be determined by said railroad company to retain their present gauge, then either party may terminate this agreement by one month's notice in writing to the other, and said railroad company shall compensate the sleeping car company for the actual expense incurred by them in placing their sleeping cars upon their tracks.

140 In witness whereof the aforesaid parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

(Signed) W. Z. DUDLEY, [L. S.]
Ch'm- Lou., Cin. & Lex. R. R.

(Signed) THE CENTRAL TRANSPORTATION CO.,
By O. W. CHILDS, *President.* [L. S.]

Attest:

(Signed) W. H. BEQUROTH, *Secretary.* [L. S.]

Sealed and delivered in presence of—
(Signed) J. E. GEMPERLING,
Witness to W. Z. Dudley.
(Signed) J. F. COTTRINGER,
Witness to O. W. Childs.

"A."

This indenture, made the seventeenth day of February, A. D. 1870, between the Central Transportation Company, a corporation existing under the laws of the Commonwealth of Pennsylvania, of the first part, and George M. Pullman, a trustee for Pullman's Palace Car Company, a corporation existing under the law of the State of Illinois, of the second part, witnesseth:

That in consideration of the covenants and agreements on the part of the said Pullman's Palace Car Company to the said first party, to be by them kept and performed, mentioned in a certain agreement of this date between said Central Transportation Company and Pullman's Palace Car Company, and also in consider-
141 ation of the sum of one dollar paid to the said first party by the said second party, the receipt whereof is hereby acknowledged, — have and do hereby sell, assign, convey, transfer, and release to the said second party, in trust, as aforesaid, his assigns and successors, all the right, title, and interest of the said party of the first part in and to all and singular the inventions as secured by letters patent, reissue, and extensions mentioned in the following schedule, as fully and entirely as the same are now or could be held and owned by said party of the first part.

No. 16159, granted December 2d, 1856, to T. T. Woodruff, and reissued, No. 1439, March 17th, 1863, for improvement in railroad car seats and couches.

No. 16160, granted December 2d, 1856, to T. T. Woodruff for improvement in railroad car seats and couches.

No. 24257, granted May 31st, 1859, to Theodore T. Woodruff, for improvements in seats and couches for railroad cars.

No. 26942, granted January 24th, 1860, to Theodore T. Woodruff, for improvement in seats and couches for railroad cars.

No. 24563, granted June 28th, 1859, to Edward C. Knight, for improvement in arranging couches in railroad cars.

No. 25570, granted September 27th, 1859, to Edward C. Knight, for improved mode of arranging couches in railroad cars.

No. 27297, granted February 28th, 1860, to Edward C. Knight, for improvement in couches for railroad cars.

142 No. 11699, granted September 19th, 1854, to H. B. Myer, for improvement in converting railroad car seats into beds or lounges, reissued May 3d, 1859, No. 711, and October 8th, 1861, No. 123, whole number 1227, and extended seven years from September 19th, 1868.

No. 21099, granted August 3d, 1858, to Eli Wheeler, for improvement in sleeping cars for railroads, and reissued September 18th, 1860, No. 1043.

No. 25499, granted September 20th, 1859, to Eli Wheeler, for improvement in railroad car seats.

No. 29137, granted July 17th, 1860, to Wm. A. Brown, for improvement in couches for railroad cars.

No. 2975, whole No. 33979, granted December 24th, 1861, to Wm. A. Brown, for improvement in railroad car ventilators.

No. 20254, granted May, 1858, to J. B. Creighton, for improvement in railroad cars for day and night service, and reissued September 21st, 1858, No. 602, and reissued to Jacob H. Myer May 4th, 1869.

No. 21600, granted September 28th, 1858, to J. B. Creighton, for improvement in couches in railroad cars.

No. 22364, granted December 21st, 1858, to Plymon B. Green, for improvement in seats and sleeping couches for railroad cars.

No. 71258, granted November 19th, 1867, to Jonah Woodruff, for improvement in sleeping cars.

143 No. 30517, granted October 23d, 1860, to Edward Burke for improvement in seats and couches for railroad cars; also a license to use patented "car couplings," granted to the Central Transportation Company August 16th, 1866, under patents issued July 3d, 1860, to I. W. Van Houten, Henry Wood, Joseph Wood, and E. R. Bennett.

Together with all and every the renewals, reissues, and extensions thereof heretofore or which hereafter may be made, and also all right, title, and interest in and to any and all letters patent, patent rights, or inventions or right of use of inventions connected with or in any way appertaining to railway cars belonging to said first party, whether enumerated in the foregoing schedule or otherwise, and also all the right, title, interest, and claim of said first party to all dues and sums of money arising from contracts for the use or sale of patent rights made by said first party with and to individuals or corporations or to which said first party may be entitled by reason of any contracts or licenses heretofore made by any person or persons whenever the same may be due, and for the only proper use and behoof of the said second party in trust as aforesaid, his successors and assigns.

In witness whereof the party of the first part hath caused its corporate seal to be attached hereto, attested by the president and secretary, the day and year first above written.

(Signed) O. W. CHILDS, [L. S.]
President of the Central Transportation Co.

Attest: J. F. COTTRINGER, *Secretary.*

144 On this seventeenth day of February, A. D. 1870, personally appeared before me O. W. Childs, to me known, who, being duly sworn, deposes and says that he is the president of the Central Transportation Company of Pennsylvania; that he knows the corporate seal of said company, and that the seal affixed to the foregoing instrument is the corporate seal of such company; that it was affixed thereto by order of the board of directors of said company, and that he signed the name of said company to said instrument as the act and deed of said company for the uses and purposes therein set forth by order of said board.

In witness whereof I have hereunto set my hand and official seal.

(Signed) JOSHUA SPERING, [L. S.]
A Notary Public for the Commonwealth of Pennsylvania,
Residing in the City of Philadelphia.

EXHIBIT "B."

Debts of the Central Transportation Company December 31st, 1869.

Pennsylvania Railroad Company:		
Bills previous to December 31st, 1869		$1,085 63
For car No. 65, about		12,000 00
For car No. 98		8,531 92
Ohio and Mississippi Railroad Company:		
For car No. 54, balance due		2,037 86
For car No. 37, amount to December 31st, 1869, about		1,000 00
Pittsburgh, Cincinnati and St. Louis railroad:		
For bills for work done to cars Nos. 91 and 92	$19,147 94	
Less allowance	$1,147 94	
	1,228 24	
	2,376 18	
	$16,771 76	
To be deducted for destruction of cars Nos. 65 & 12	11,500 00	
		5,271 76
145 Columbus, Chicago and Indiana Central railroad:		
For work to cars Nos. 91 and 92	$5,896 24	
Less allowance agreed upon	896 24	
		$5,000 00
Harlan & Hollingsworth Company:		
For work done to cars Nos. 100 and 117		4,630 99
Pittsburgh, Ft. Wayne and Chicago Railway Company:		
Bills for repairs to December 31st, 1869		837 97
Jeffersonville, Madison and Indianapolis railroad:		
Bills for repairs to December 31st, 1869		361 95
Pittsburgh, Cincinnati and St. Louis Railway Company:		
For repairs to car No. 79, about		400 00
Marietta and Cincinnati Railroad Company:		
For repairs to car No. 64, about		1,200 00
Bellefontaine Line:		
Repair bills to December 31st, 1869, about		250 00
George Harding:		
For services as patent attorney to December 31st, 1869		250 00

Wilhelm & Neumann:		
Bills for metal car trimmings to December 31st, 1869 --		1,615 16
Crerer, Adams & Co.:		
Bills for metal car trimmings to December 31st, 1869 --		129 38
Murdock & Lacey:		
Patent pumps for car No. 54		271 75
I. E. Walraven:		
For mattress covers, car No. 98		152 08
Leedom, Shaw & Stewart:		
For carpets, &c., car No. 98		127 43
W. J. Howard:		
Counsel fee for preparing lease	$1,000 00	
Legislative expenses, enrollment tax, printing, &c.	785 75	
		1,785 75
J. E. Goodman:		
Small expenses to December 31st, 1869		43 45
		$46,983 08

146 All other debts and claims, but the amount of such debts and claims, whether enumerated in the foregoing exhibit or otherwise, not to exceed the sum of sixty-three thousand nine hundred and ninety-eight $\frac{69}{100}$ dollars ($63,998.69), that being the amount of cash transferred on the first day of January, 1870, by the Central Transportation Company to Pullman's Palace Car Company.

U. S. revenue, $1.55.

Recorded April 28th, 1870.

CITY OF PHILADELPHIA, *ss:*

I, John A. Houseman, recorder of deeds for the said city, do hereby certify that the within and aforegoing is a true and correct copy of an instrument of writing, found of record in my office, in Deed Book J. A. H., No. 139, page 1, &c.

Witness my hand and seal of office this twelfth day of January, A. D. 1872.

[L. S.] JOHN A. HOUSEMAN, *Recorder.*

147 *The Charter of the Central Transportation Company.*

This is to certify that the undersigned have formed a company under the provisions of an act of Assembly of the Commonwealth of Pennsylvania, entitled "An act to encourage manufacturing operations in this Commonwealth," approved the seventh day of April, 1849, and supplements thereto. The company has been formed for the purpose of the transportation of passengers in railroad cars constructed and to be owned by the said company in accordance with the several letters patent granted to T. T. Woodruff, to wit, letters

patent No. 16159 and No. 16160, dated December 2nd, A. D. 1856, No. 24259, dated May 31st, A. D. 1859, and No. 26942, dated January 24th, A. D. 1860.

The corporate name of the company will be "The Central Transportation Company." The capital stock of the company will be two hundred thousand dollars ($200,000), to be divided into four thousand shares of fifty dollars ($50) each. The sum of one hundred thousand dollars ($100,000) has actually been paid in to T. T. Woodruff, one of the undersigned, who was appointed to receive the same, in amounts *pro rata* with the several subscriptions. The residences of the subscribers and the number of shares subscribed for and the amounts paid in to the said T. T. Woodruff by each are as follows:

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Names of subscribers.	Residence.	Number of shares subscribed.	Amounts paid.
T. T. Woodruff	Philadelphia	2,141	$53,525
O. W. Childs	Philadelphia	536	13,400
G. R. Dykeman	Philadelphia	536	13,400
Jonah Woodruff	Pittsburgh	322	8,050
W. S. Hickox	Mansfield, O	465	11,625

The chief operations of the company are to be carried on in the city and county of Philadelphia, and the association is to continue for the term of twenty years from the time when the same may be incorporated.

V. A. N.

Directors, to wit, T. T. Woodruff, O. W. Childs, G. R. Dykeman, Jonah Woodruff, and W. S. Hickox, have been chosen to manage the affairs of the company until the next annual election.

T. T. WOODRUFF.
O. W. CHILDS.
G. R. DYKEMAN.
JONAH WOODRUFF.
W. S. HICKOX.

Witness- as to W. S. Hickox' signature:
JAMES E. COX.
JOHN MEREDITH.

As to Jonah Woodruff:
T. DONALDSON.
T. LUDQIG KOETLSEN.
JAMES McCAHEN.
JOHN NEWSHAM.

149 "An act to extend the charter of the Central Transportation Company, to empower them to lease their property, and increase their capital stock."

SEC. 1. "Be it enacted by the senate and house of representatives of the Commonwealth of Pennsylvania in General Assembly met, and it is hereby enacted by the authority of the same, That the charter of the Central Transportation Company, incorporated under the act of Assembly entitled 'An act to encourage manufacturing operations in this Commonwealth,' approved April 7th, one thousand eight hundred and forty-nine, and the supplements thereto, be, and the same is hereby, extended for ninety-nine (99) years from the expiration of its present charter; and said company are hereby empowered to enter into contracts with corporations of this or any other State for the leasing or hiring and transfer to them or any of them of their railway cars and other personal property, and shall have power to increase their present capital stock two hundred thousand dollars ($200,000).

"BUTLER B. STRANG,
"*Speaker of the House of Representatives.*
"J. H. STINSON,
"*Speaker of the Senate.*

"Approved the ninth day of February, anno Domini one thousand eight hundred and seventy.

"JOHN W. GEARY."

150 *Copy of Letter.*

CHICAGO, *June 8th*, 1886.

To the Central Transportation Company, Philadelphia, Penna.

GENTLEMEN: Pullman's Palace Car Company herewith transmits to you a copy of a resolution of its board of directors terminating the lease made from you to it, dated February 17th, 1870, and there will be delivered to you by counsel for this company, who present this communication, a schedule of cars and money, which this company now tenders you in satisfaction of the surrender provided for by it to you in section eight of said lease. These cars and money are now at your disposal, and as the cars are very bulky and scattered in location, and as no place of tender or surrender is provided for in said lease, said counsel for this company will confer with you as to the time and place at which the actual possession can be given you. This company is also ready to do any and all other acts and to execute and deliver any instruments in writing which, under the terms of said lease, you may be entitled to receive, in order to make a complete and effectual surrender, and our said counsel are authorized to confer with you as to what may be required and to prepare the necessary papers for execution.

Yours truly,

PULLMAN'S PALACE CAR COMPANY,
By GEORGE M. PULLMAN, *President.*

151 Whereas certain of the railroad companies mentioned in the contracts assigned to the Pullman's Palace Car Company by the contract of lease between the Central Transportation Company and Pullman's Palace Car Company, dated February seventeenth, A. D. 1870, have refused to permit said Pullman's Palace Car Company to run its cars on and over their respective lines of railroad, and by reason of such refusal the profits, income, and revenue derived from the other and remaining contracts with the other and remaining railroad companies mentioned in said contract have fallen below the sum of two hundred and sixty-four thousand dollars per annum; and

Whereas it is provided in said lease that in such event Pullman's Palace Car Company shall have the right to declare said lease null and void and to surrender to said Central Transportation Company the property demised in and by said lease:

Therefore be it

Resolved, That this company does hereby declare said contract of lease between said Central Transportation — and this company null and void and hereby wholly terminate, and elects to and hereby directs the surrender to said Central Transportation Company of the property demised in and by said lease.

Resolved further, That the president of this company is hereby authorized to sign and cause to be served all notices necessary
152 to carry out and effectuate these resolutions, and to decide upon, direct, and cause to be made the surrender of said demised property, and to take all other steps and legal proceedings, including the surrender or assignment of any contract or contracts or any interest therein, that may be necessary in the premises.

(Signed) A. S. WEINSHEIMER, *Secretary.*

STATE OF ILLINOIS, } *ss:*
County of Cook, }

I, A. S. Weinsheimer, secretary of Pullman's Palace Car Company, do hereby certify that the above and foregoing is a true copy of the preamble and resolutions adopted at a meeting of the board of directors of said company, duly called and held at its general offices, in Chicago, Illinois, on the 28th day of June, A. D. 1886.

Witness my hand and seal of said company this June 28th, A. D. 1886.

(Signed) A. S. WEINSHEIMER, *Secretary.*

153 To the Central Transportation Company.

GENTLEMEN: The following is the property Pullman's Palace Car Company tenders you in connection with the resolution of its board of directors and the letter of its president handed you herewith:

1st. Thirty-seven of said original demised cars, now stored at Altoona and elsewhere, being cars numbered 13, 14, 22, 23, 30, 35, 38, 39, 40, 42, 57, 65, 71, 82, 86, 87, 88, 89, 91, 93, 94, 95, 96, 97, 98, 100, 106, 107, 108, 109, 110, 111, 112, 113, 114, 117, and 119.

2d. The following cars, being numbered 122, 125, 126, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 169, 180, 184, 185, 186, 189, 252, 253, 261, 262, 264, 266, 267, 268, 269, 289, 290, 291, 292, 315, and cars named Paoli, Arabian, Bolivia, Etna, Richmond, Peru, S 8, Garden City, Queen City, Panama, Indiana, Planet, Belrose, Bellvue, Caspian, Corsican, Chataqua, Monticello, Chili; all of which cars were by Pullman's Palace Car Company, in due course of business, substituted in place of the following original demised cars, to wit: 1, 75, 76, 72, 85, 77, 78, 47, 58, 4, 25, 10, 7, 49, 50, 17, 19, 20, 21, 34, 41, 56, 102, 18, 92, 105, 24, 68, 3, 59, 80, 66, 5, 6, 51, 11, 12, 27, 8, 52, 69, 73, 74, 15, 90, 48, 2, 67, 115, 70, 55, 43, 44, 29, 9, 79, 16, 32, 99, 118, 81, 60, 104.

154 3d. The original demised cars numbered 26, 28, 31, 33, 36, 37, 45, 46, 53, 54, 61, 62, 63, 64, 84, 83, 101, 103, and 116 were destroyed and not replaced, and Pullman's Car Company tenders fifty-seven thousand dollars ($57,000) in lieu thereof as being a fair value thereof.

4th. Said original demised cars first above enumerated are not in good repair. A careful estimate made of the amount required to put them in repair makes the amount so required fifty-three thousand dollars ($53,000), and that amount is now tendered to you.

155 (Endorsed:) 6. Oct. sess., 1886. U. S. C. C. Central Trans. Co. *vs.* Pullman's Pal. Car Co. Bill of exceptions. Presented May 3, 1888, in open court. Filed May 10, 1888. J. G. Johnson.

156 In the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the Third Circuit.

CENTRAL TRANSPORTATION COMPANY
vs.
PULLMAN'S PALACE CAR COMPANY. } No. 6. Oct. Sess., 1886.

Know all men by these presents that we, The Central Transportation Company and The Union Trust Company, are held and firmly bound unto Pullman's Palace Car Company in the full and just sum of five hundred dollars, to be paid to the said Pullman's Palace Car Company, its certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators, jointly and severally, by these presents.

Sealed with our seals and dated this — day of May, A. D. 1888.

Whereas lately, at a term of the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, in a suit depending in said court between Central Transportation Company, plaintiff, and Pullman's Palace Car Company, defendant, judgment was rendered against the said plaintiff, and the said plaintiff having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the afore-

said suit, and a citation directed to the said defendant,
157 citing and admonishing it to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next ensuing:

Now, the condition of the above obligation is such that if the said Central Transportation Company shall prosecute its writ of error to effect and answer all damages and costs if it fails to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

CENTRAL TRANSPORTATION CO.,
JOHN S. STEVENS, *President.* [SEAL.]
Attest: T. WECKERLY, *Sec't'y & Treasurer.*
THE UNION TRUST COMPANY,
By J. SIMPSON AFRICA, *President.* [SEAL.]
Attest: M. S. STOKES, *Treasurer.*

Signed, sealed, and delivered in presence of—
WM. H. LUCAS.

Approved.
WM. BUTLER, *Judge.*

[Endorsed:] No. 6. October sess., 1886. Circuit court United States. Central Transportation Co. *vs.* Pullman's Palace Car Co. Bond surwrit of error. Filed May 18, 1888.

158 UNITED STATES OF AMERICA, } *sct:*
Eastern District of Pennsylvania, }

I, Samuel Bell, clerk of the circuit court of the United States of America for the eastern district of Pennsylvania, in the third circuit, do hereby certify the foregoing to be a true and faithful copy of the original pleas and proceedings in the case of The Central Transportation Company *vs.* Pullman's Palace Car Company, No. 6, October session, 1886, on file and now remaining among the records of the said court in my office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said court, at Philadelphia, this 28th day of May, in the year of our Lord one thousand eight hundred and eighty-eight, and of the Independence of the United States the one hundred and twelfth.

Seal U. S. Circuit Court, E. D. Pennsylvania.

SAMUEL G. BELL,
Clerk of C. C.

Endorsed on cover: E. Pennsylvania C. C. U. S. No. 692. The Central Transportation Company, plaintiff in error, *vs.* Pullman's Palace Car Company. Filed July 5, 1888.